

# GIS REGISTRY INFORMATION

<b>SITE NAME:</b>	Amoco Station #15224			<b>FID #</b>	
<b>BRRTS #:</b>	03-41-003656			(if appropriate):	
<b>COMMERCE #</b> (if appropriate):	53213-3311-35				
<b>CLOSURE DATE:</b>	February 24, 2003				
<b>STREET ADDRESS:</b>	8235 W. Bluemound Rd.				
<b>CITY:</b>	Milwaukee				
<b>SOURCE PROPERTY GPS COORDINATES</b> (meters in WTM91 projection):	<b>X =</b>	681642	<b>Y =</b>	286693	
<b>CONTAMINATED MEDIA:</b>	Groundwater	<input type="checkbox"/>	Soil	<input type="checkbox"/>	Both <input checked="" type="checkbox"/>
<b>OFF-SOURCE GW CONTAMINATION &gt;ES:</b>	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	
• <b>IF YES, STREET ADDRESS:</b>	8201 W. Bluemound Rd.				
• <b>GPS COORDINATES</b> (meters in WTM91 projection):	<b>X =</b>	681678	<b>Y =</b>	286691	
<b>OFF-SOURCE SOIL CONTAMINATION</b> >Generic or Site-Specific RCL (SSRCL):	Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>	
• <b>IF YES, STREET ADDRESS 1:</b>					
• <b>GPS COORDINATES</b> (meters in WTM91 projection):	<b>X =</b>		<b>Y =</b>		
<b>CONTAMINATION IN RIGHT OF WAY:</b>	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>	
<b><u>DOCUMENTS NEEDED</u></b>					
Closure Letter, and any conditional closure letter issued					<input checked="" type="checkbox"/>
Copy of most recent deed, including legal description, for all affected properties					<input checked="" type="checkbox"/>
Certified survey map or relevant portion of the recorded plat map (if referenced in the legal description) for all affected properties					<input checked="" type="checkbox"/>
County Parcel ID number, if used for county, for all affected properties					<input checked="" type="checkbox"/>
<b>Location Map</b> which outlines all properties within contaminated site boundaries on USGS topographic map or plat map in sufficient detail to permit the parcels to be located easily (8.5x14" if paper copy). If groundwater standards are exceeded, the map must also include the location of all municipal and potable wells within 1200' of the site.					<input checked="" type="checkbox"/>
<b>Detailed Site Map(s) for all affected properties</b> , showing buildings, roads, property boundaries, contaminant sources, utility lines, monitoring wells and potable wells. (8.5x14", if paper copy) This map shall also show the location of all contaminated public streets, highway and railroad rights-of-way in relation to the source property and in relation to the boundaries of groundwater contamination exceeding ch. NR 140 ESs and soil contamination exceeding ch. NR 720 generic or SSRCLs.					<input checked="" type="checkbox"/>
<b>Tables of Latest Groundwater Analytical Results (no shading or cross-hatching)</b>					<input checked="" type="checkbox"/>
<b>Tables of Latest Soil Analytical Results (no shading or cross-hatching)</b>					<input checked="" type="checkbox"/>
<b>Isoconcentration map(s), if required for site investigation (SI)</b> (8.5x14" if paper copy). The isoconcentration map should have flow direction and extent of groundwater contamination defined. If not available, include the latest extent of contaminant plume map.					<input checked="" type="checkbox"/>
<b>GW: Table of water level elevations, with sampling dates, and free product noted if present</b>					<input checked="" type="checkbox"/>
<b>GW: Latest groundwater flow direction/monitoring well location map (should be 2 maps if maximum variation in flow direction is greater than 20 degrees)</b>					<input checked="" type="checkbox"/>
<b>SOIL: Latest horizontal extent of contamination exceeding generic or SSRCLs, with one contour</b>					<input checked="" type="checkbox"/>
<b>Geologic cross-sections, if required for SI.</b> (8.5x14' if paper copy)					<input checked="" type="checkbox"/>
<b>RP certified statement that legal descriptions are complete and accurate</b>					<input checked="" type="checkbox"/>
<b>Copies of off-source notification letters (if applicable)</b>					<input checked="" type="checkbox"/>
<b>Letter informing ROW owner of residual contamination (if applicable)</b> (public, highway or railroad ROW)					<input checked="" type="checkbox"/>
<b>Copy of (soil or land use) deed restriction(s) or deed notice if any required as a condition of closure</b>					<input type="checkbox"/>



ENVIRONMENTAL & REGULATORY SERVICES DIVISION  
BUREAU OF PECFA  
101 West Pleasant Street, Suite 100A  
Milwaukee, Wisconsin 53212-3963  
TDD #: (608) 264-8777  
Fax #: (414) 220-5374  
<http://www.commerce.state.wi.us>  
<http://www.wisconsin.gov>  
**Jim Doyle, Governor**  
**Cory L. Nettles, Secretary**

February 24, 2003

Mr. Raymond Stoelting  
BP Products North America, Inc.  
PO Box 642  
Chanhassen, MN 55317

RE: **Final Closure**

**Commerce # 53213-3311-35** WDNR BRRTS # 03-41-003656  
Amoco Station #15224, 8235 W. Bluemound Rd., Milwaukee

Dear Mr. Stoelting:

The Wisconsin Department of Commerce (Commerce) has received all items required for closure of the site referenced above. This site is now listed as "closed" on the Commerce database and will be included on the Wisconsin Department of Natural Resources (WDNR) Geographic Information System (GIS) Registry of Closed Remediation Sites to address residual contamination.

It is in your best interest to keep all documentation related to the environmental activities at your site. If residual contamination is encountered in the future, appropriate measures must be implemented to assure that it is managed following all applicable regulations. If future site conditions indicate that any remaining contamination poses a threat, and subsequent information indicates a need to reopen this case, any original claim under the PECFA fund would also reopen and you may apply for assistance to the extent of remaining eligibility.

Thank you for your efforts to protect Wisconsin's environment. If you have any questions, please contact me in writing at the letterhead address or by telephone at (414) 220-5403.

Sincerely,

A handwritten signature in black ink that reads 'Lee R. Delcore'. The signature is fluid and cursive, with the first name 'Lee' being the most prominent.

Lee R. Delcore  
Hydrogeologist  
Site Review Section

cc: Delta Environmental Consultants, Inc. – Ms. Lisa Noblet  
Case File



PRJN 32375  
ENVIRONMENTAL & REGULATORY SERVICES DIVISION  
BUREAU OF PECFA  
101 West Pleasant Street, Suite 100A  
Milwaukee, Wisconsin 53212  
Fax #: (414) 220-5374  
TDD #: (608) 264-8777  
<http://www.commerce.state.wi.us>  
<http://www.wisconsin.gov>  
Scott McCallum, Governor  
Philip Edw. Albert, Acting Secretary

November 15, 2001

NOV 19 2001

RECEIVED

Mr. Ray Stoelting  
Amoco Corporation  
P.O. Box 642  
Chanhassen, MN 55317-9998

RE: **Conditional Case Closure**

**Commerce #53213-3311-35**      WDNR BRRTS #03-41-003656  
Amoco Service Station #15224, 8235 West Bluemound Road, Milwaukee

5 UST's – 2-6,000-gallon gasoline; 1-8,000-gallon gasoline; 1-550-gallon waste oil; and 1-1,000-gallon heating oil

Dear Mr. Stoelting:

On September 20, 2001, the Wisconsin Department of Commerce (Commerce) PECFA Site Review Section received a request for case closure, dated September 18, 2001, from Delta Environmental Consultants. It is understood that residual soil and groundwater contamination remains on-site. Using the standards established in the NR 700 series, Wisconsin Administrative Code, Commerce has determined that this site does not pose a significant threat to the environment and human health. No further investigation or remedial action is necessary.

**The following conditions must be satisfied to obtain final closure:**

- A notification must be placed on two property deeds; one addressing residual petroleum impacts to soil and groundwater on the above-referenced property, and a second addressing groundwater contamination that has migrated onto the adjacent property owner, Kohl's Food Store. For case closure, Commerce will need the two deed notifications that contain the County Register of Deeds' recording information.
  - The first deed instrument, to be signed and recorded by the responsible party, will address residual soil and groundwater contamination remaining on the above-referenced property.
  - The second deed instrument, to be signed and recorded by the affected adjacent property owner (Kohl's Food Store) will address groundwater contamination that had migrated off-site affecting their property.

**Commerce requires a site map indicating where the remaining contamination exists.** Enclosed are examples of "Notice of Contamination to Property" for your use. If you wish to modify the language, submit copies to this office for approval prior to recording.

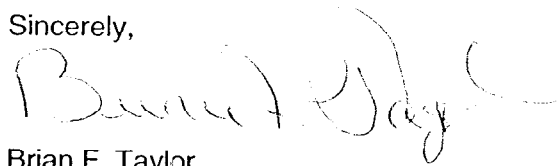
**Please note:** As of November 1, 2001, you may elect to have all properties listed above recorded on the Wisconsin Department of Natural Resources' (WDNR) Geographic Information System (GIS) Registry of Closed Remediation Sites in lieu of filing groundwater use restrictions. The GIS Registry is a database listing all closed remediation sites and is available to the public via the Internet. For more information regarding the registration process, including fee and documentation requirements, refer to the enclosed GIS Registry information.

- A Right-Of-Way (ROW) contamination letter must be sent to the City of Milwaukee addressing possible groundwater contamination within the ROW of Bluemound Road. Signed copies of these letters acknowledging the contamination must be forwarded to Commerce at the letterhead address.
- All monitoring wells must be properly abandoned and the appropriate documentation must be forwarded to the letterhead address.

As of August 31, 2001, State Statute 101.143 requires PECFA claimants seeking reimbursement of interest costs to submit a final reimbursement claim within 120 days after they receive written notification that no further action is required with respect to the discharge at their site. This letter serves as your written notice of "no further action". If your claim is not received within 120 days of the date of this letter, interest costs incurred after 60 days of the date of this letter will not be eligible for PECFA reimbursement. Costs associated with recording deed notices or other restrictions are not eligible for PECFA reimbursement. Recording of these notices should not delay the claim submittal process.

Thank you for your efforts in protecting Wisconsin's environment. If you have any questions, please contact me in writing at the letterhead address or by telephone at (608) 266-0593.

Sincerely,



Brian F. Taylor  
Hydrogeologist  
Site Review Section

Enclosure(s)

cc: Mr. Adam McIlheran, Delta  
Case file

8396276

REGISTER'S OFFICE | SS  
Milwaukee County, WI

RECORDED AT 4:14 PM

11-26-2002

IGNATIUS J. NIEMCZYK  
REGISTER OF DEEDS

AMOUNT 25.00

REEL 5464

Document Number

Document Title

SPECIAL WARRANTY DEED

Recording Area

Name and Return Address

TIMOTHY A. NETTESHEIM  
REINHART BOERNER VAN DUEREN  
1000 N. WATER ST., SUITE 2100  
MILWAUKEE, WI 53202

IMAGE 5418

407-9999-X

Parcel Identification Number (PIN)

TRANSFER

\$ 2,550.00  
FEE

THIS PAGE IS PART OF THIS LEGAL DOCUMENT-DO NOT REMOVE

This information must be completed by submitter: document title, name & return address, and PIN (if required). Other information such as the granting clauses, legal description, etc. may be placed on this first page of the document or may be placed on additional pages of the document. Note: Use of this cover page adds one page to your document and \$2.00 to the recording fee. Wisconsin Statutes, §9.517, WRDA 2/96

Site 15224

**This instrument was drafted by:**

*Stephen C. Lee*  
Real Estate Attorney  
BP Products North America Inc.  
28100 Torch Parkway, Suite 300  
Warrenville, Illinois 60555

**When recorded return to:**

Timothy A. Nettesheim  
Reinhart Boerner Van Deuren s.c.  
1000 North Water Street  
Suite 2100  
Milwaukee, Wisconsin 53202

PIN: 407-9999-X

**SPECIAL WARRANTY DEED**

**KNOW ALL MEN BY THESE PRESENTS:**

That, **BP PRODUCTS NORTH AMERICA INC.**, a Maryland corporation with an address of 28100 Torch Parkway, Suite 300, Warrenville, Illinois 60555 ("Grantor"), for Ten Dollars (\$10.00) and other good and valuable consideration received to its full satisfaction on behalf of **WOLF DCM ACQUISITION 2, LLC**, a Wisconsin limited liability company, whose address is 414 Kettle Moraine Drive South, P.O. Box 348, Slinger, Wisconsin 53086-0348, Attn: Edward H. Wolf ("Grantee"), and pursuant to that certain Agreement of Purchase and Sale among Grantor, **WOLF ACQUISITION, LLC**, a Wisconsin limited liability company ("LLC"), and **EDWARD H. WOLF & SONS, INC.**, a Wisconsin corporation ("Jobber"), dated as of August 21, 2002, as partially assigned by that certain Assignment and Assumption Agreement among Grantor, LLC, Jobber and Grantee dated as of 11-13, 2002 (collectively, the "Agreement"), does hereby grant, bargain, sell and convey unto Grantee, and its heirs, devisees, legal representatives, successors and assigns, as the case may be, that certain real property located at 8235 W. Bluemound Road, Milwaukee, in the County of Milwaukee, and State of Wisconsin, as more fully described in Exhibit A hereto and made a part hereof, together with Grantor's right, title and interest in and to all buildings, structures and other improvements located thereon, excluding any equipment or other movable assets or personal property located thereon, and excluding any trade marks, service marks, trade names, trade dress, bullnoses on any canopies, logos, color schemes, designs, signage, sign poles, identifications, legends, slogans, advertising, advertising materials, patents, copyrights, patented or copyrighted materials, or any other proprietary rights, inventory or materials located thereon ("Premises").

REEL

5464

IMAGE

5419

TO HAVE AND TO HOLD the above granted and bargained Premises with the easements and rights appurtenant thereunto belonging, unto Grantee and the heirs, devisees, legal representatives, successors and assigns of Grantee (collectively, the "Grantee Parties"), as the case may be, forever, SUBJECT, however, to: (a) real estate taxes and assessments, both general and special, not then due and payable; (b) laws, regulations, ordinances and restrictions (including, without limitation, zoning regulations and building restrictions) now existing or hereinafter enacted, and any violations thereof; (c) any and all leases, easements, rights-of-way, encumbrances, conditions, covenants, restrictions, reservations and exceptions; (d) any state of facts that an accurate survey or independent inspection of the Premises by any of the Grantee Parties would disclose; (e) any lease, commission marketer and/or supply agreement with a dealer or commission marketer for the Premises; (f) the restrictions and covenants herein contained; and (g) liens, exceptions or restrictions or other matters caused or created by any of the Grantee Parties. Grantor warrants and will defend its title to the Premises against all lawful claims and demands made against said title by all persons claiming by, from, through or under Grantor, and none other, except as above noted. Unless otherwise defined herein, all terms defined in the Agreement shall have the same meaning herein.

The Premises are conveyed by Grantor and accepted by Grantee subject to a restriction and covenant prohibiting, for a period of fifteen (15) years from the Effective Date, as defined below, the use of the Premises in whole or in part, directly or indirectly, for automobile service station, convenience store, car wash or automobile repair purposes, or for the sale, offering for sale, storage or distribution of any gasoline, motor vehicle fuels, lubricants, tires, batteries, automotive parts or accessories, other petroleum products or convenience store items. Convenience store shall mean any retail business with its primary emphasis placed on providing the public a convenient location to quickly purchase from a wide array of consumable products (predominantly food or food and gasoline) and services. Such restriction and covenant shall run with the Premises for the benefit and protection of any property used and operated by Grantor, its parents, affiliates or subsidiaries or their respective representatives for such purposes within a distance of five (5) miles from the Premises, whether owned or leased by Grantor, its parents, affiliates or subsidiaries or their respective representatives during said fifteen (15) year period. Such restriction and covenant shall not, however, prohibit the storage of motor fuels, lubricants, other petroleum products or convenience store items on the Premises solely for the use or consumption by Grantee or other occupants of the Premises.

Grantee does hereby assume and agree to be responsible for, does hereby waive, release and discharge, and shall defend, indemnify and hold harmless Grantor, its parents, subsidiaries and affiliates, and their respective directors, officers, partners, employees, contractors, agents, representatives, successors and assigns ("Grantor Entities"), from and against all claims, demands, damages, losses, costs and expenses, attorney's fees, court costs, awards, settlements, judgments, penalties, fines, liens, actions or causes of action at law or in equity ("Losses"), including without limitation actions under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. 9601, et seq., as amended, the Resource Conservation and Recovery Act, 42 U.S.C. 6901, et seq., and any other applicable environmental laws, statutes, ordinances, rules, regulations or orders ("Laws"), arising out of or relating to the environmental and/or physical condition of the Premises or other property abandoned thereon by Grantor or arising out of or relating to the ownership or use of the Premises after Closing.

REEL 5464

IMAGE 5420

Notwithstanding anything to the contrary contained herein, in the event that, after Closing, any governmental agency, entity, body, instrumentality, department or representative ("Government") shall notify Grantor that Grantor must undertake on the Premises any testing, investigation and/or remediation of flammable explosives, hydrocarbons and/or petroleum products or fractions thereof, radioactive materials, hazardous or toxic wastes, substances or materials, including without limitation those materials and substances defined as "hazardous substances", "hazardous materials", "hazardous wastes" or "toxic substances" in the Laws ("Hazardous Materials"), then Grantor shall immediately notify Grantee of same, Grantee shall promptly undertake the same, and Grantee shall immediately notify the Government that Grantee shall respond to such notice in the place of Grantor. After such notice from Grantor, in the event: (i) Grantee fails to timely or properly undertake and pursue the required testing, investigation and/or remediation of the Hazardous Materials, or (ii) the Government insists that Grantor, not Grantee, undertake or pursue the required testing, investigation and/or remediation of the Hazardous Materials; then, and only in the event of (i) or (ii), and under no other circumstances, Grantor shall have the right and authority, without trespass, to enter the Premises and to conduct the required testing, investigation and/or remediation of the Hazardous Materials. Grantor's entry on the Premises and activities thereon shall not be deemed an admission of liability for such Hazardous Materials. While on the Premises, Grantor shall have the right to install, maintain, operate, sample, remove and decommission monitoring points (including without limitation soil borings, monitoring wells and vapor points), recovery wells, remediation or treatment equipment and an above ground shed to house equipment, to remove, remediate, store and test soils and groundwater therefrom and thereon and to otherwise take all actions required to comply with the Laws. Grantor shall exercise its right of entry onto the Premises in a manner which does not unreasonably interfere with the Present Primary Use thereof by Grantee. Grantee shall not interfere with Grantor's right of entry, or actions taken pursuant thereto, and shall cooperate with Grantor in obtaining any permits, licenses, approvals, consents or related documents necessary for Grantor's actions taken with respect to the Premises.

Grantee represents and warrants that it is familiar with the condition of the Premises and that, except for the foregoing limited warranty of title by Grantor, GRANTOR HAS NOT MADE AND MAKES NO WARRANTIES OR REPRESENTATIONS REGARDING THE PREMISES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ITS HABITABILITY, CONDITION OR FITNESS FOR ANY PARTICULAR USE OR PURPOSE. GRANTEE AGREES THAT THE PREMISES IS HEREBY CONVEYED AND ACCEPTED IN ITS "AS-IS, WHERE-IS" CONDITION.

Grantee and each of the other Grantee Parties agrees to cooperate with Grantor and with the Government in obtaining environmental site closure, to such standards as are required pursuant to the Agreement (or such other standards as may be imposed by the Government), for any Contamination. Said cooperation may include, but not be limited to, the following:

- (i) execution of any and all documentation as may be necessary, in Grantor's sole discretion, to obtain environmental site closure for the Premises (which documentation may impose exposure controls on the use of the Premises by Grantee and the other Grantee Parties);

REEL

5464

IMAGE

5421



(ii) attendance at any meetings requested by Grantor relating to Contamination and remediation efforts on the Premises; and/or

(iii) such other further reasonable acts as may be required in order to obtain environmental site closure for any past, present, or future environmental incident relating to Grantor's prior use, ownership or operation of the Premises.

Should Grantee or any Grantee Party fail or refuse to sign such documentation, or are unavailable to sign such documentation (after reasonable inquiry by Grantor (such reasonableness to be determined by Grantor in its sole discretion)), Grantee and/or the other Grantee Parties, as applicable, hereby irrevocably appoint any Environmental Business Manager of BP Products North America Inc. (or any successor corporation thereto), as its attorney-in-fact to sign and execute such documentation for and on behalf of Grantee or other Grantee Parties, as applicable.

Grantee and each of the other Grantee Parties, as applicable, further authorizes Grantor to record one or more "No Further Action/Remediation Letters" or similar documentation against the Premises, if and when the same is/are obtained by Grantor from the Government.

Grantee has granted to Grantor a continuing right of first refusal ("Refusal Option") to purchase or lease all or part of the Premises or any additions thereto or any improvements or personal property then located thereon, on the same terms and conditions as contained in any bona fide offer made to Grantee within fifteen (15) years after the Effective Date ("Refusal Term"), all as more fully required in the Agreement. Any sale or lease of such property by Grantee shall be null and void unless and until Grantee has fully complied with such requirements. Without limiting Grantor's rights under the Agreement: (a) the Refusal Option shall run with the land during the Refusal Term and shall bind Grantee and Grantee's heirs, devisees, representatives, successors and assigns, and the failure of Grantor to exercise its Refusal Option in any one case shall not affect Grantor's right to exercise its Refusal Option thereafter; and (b) any sale or lease of such property to any third party during the Refusal Term shall be subject to this Refusal Option and all of the provisions, rights and options herein contained. No failure by Grantor to exercise its Refusal Option, nor any waiver by Grantor thereof, shall in any event be deemed or construed to be a waiver or release of any of Grantee's other obligations to Grantor under the Agreement or any other agreement between Grantor and Grantee.

The terms and provisions of this Special Warranty Deed shall run with the land and shall be binding upon and inure to the benefit of the Grantor Entities and Grantee and their respective heirs, devisees, legal representatives, successors and permitted assigns as the case may be, and any other person or entity expressly noted herein.

The effective date of this Special Warranty Deed is 11-13, 2002 ("Effective Date").

REEL

5464

IMAGE

5422

IN WITNESS WHEREOF, BP PRODUCTS NORTH AMERICA INC. has hereunto set its hand, by its duly authorized representatives, this 8th day of November, 2002.

BP PRODUCTS NORTH AMERICA INC.,  
a Maryland corporation

By: Marcelo Ariola  
Name: Marcelo Ariola  
Title: Divestment Manager

ATTEST:

By: Stephen C. Lee  
Name: Stephen C. Lee  
Title: Assistant Manager

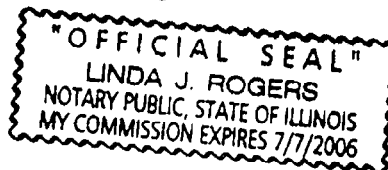
**CORPORATE ACKNOWLEDGMENT**

STATE OF Illinois )  
COUNTY OF Cook ) SS:

BEFORE ME, a Notary Public in and for said County, personally appeared the above-named **BP PRODUCTS NORTH AMERICA INC.**, a Maryland corporation, by Marcelo Ariola, its Divestment Manager, and Stephen C. Lee, its Assistant Secretary, who are personally known to me and who acknowledged that they did sign the foregoing instrument and that the same is the free act and deed of said corporation and the free act and deed of each of them personally and as such representative.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Chicago, Illinois, this 8th day of November, 2002.

Notary Public



REEL 5464

IMAGE 5423

That part of the Southeast 1/4 of Section 28, in Town 7 North, Range 21 East, in the City of Milwaukee, County of Milwaukee, State of Wisconsin, bounded and described as follows: Commencing at a point in the South line of West Blue Mound Road, said point being 24 feet East of and measured at right angles to the Easterly line of North Glenview Avenue, running thence South 14° 30' 55" West and parallel to the Easterly line of said North Glenview Avenue, 135.03 feet to a point; thence South 77° 55' 38" East, 120 feet to a point; thence North 14° 30' 55" East and parallel to the Easterly line of said North Glenview Avenue, 160.98 feet to a point in the South line of West Blue Mound Road; thence Southwesterly along the South line, having a radius of 1849.86' with its center to the South and a chord 49.89 feet in length, which bears North 89° 32' 03" West a distance of 49.90 feet to a point of tangency; thence South 89° 41' 35" West along the South line of the West Blue Mound Road, 73.96 feet to the place of commencement.

ALSO;

That part of the Southeast 1/4 of Section 28, in Town 7 North, Range 21 East, in the City of Milwaukee, County of Milwaukee, State of Wisconsin, bounded and described as follows: Commencing at a point in the South line of W. Bluemound Road, as now layed out, said point being 57.0 feet Easterly of and measured at right angles to the original center line of North Glenview Avenue; thence North 89° 41' 35" East along the Southerly line of W. Bluemound Road, 73.96 feet to a point of curve; thence Easterly along a curved line having a radius of 1849.86 feet with its center to the South and a chord 49.89 feet in length which bears South 89° 32' 03" East, a distance of 49.90 feet to the place of beginning of the land about to be described; said place of beginning being the Northeast corner of lands now owned by the Standard Oil Company and described in Warranty Deed recorded in Volume 2200 of Deeds, on Page 623, as Document No. 2439165; continuing thence Easterly on a curved line, having a radius of 1849.86 feet with its center to the South and a chord 30.0 feet in length which bears South 89° 04' 10" East a distance of 30.0 feet to a point; thence South 14° 30' 55" West, 166.78 feet to a point; thence North 77° 55' 38" West, 29.20 feet to a point which point is the Southeast corner of said lands owned by the Standard Oil Company; thence North 14° 30' 55" East along the Easterly line of the Standard Oil Company property, 160.98 feet to the place of beginning. EXCEPT that part conveyed in Warranty Deed recorded as Document No. 3042387.

Tax Key No. 407-9999-X (Affects the subject premises.)

ADDRESS: 8235 W. BLUE MOUND ROAD

Amoco Commitment

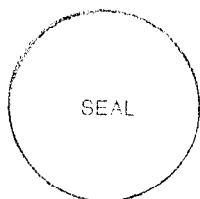
15224 1132948

CERTIFICATE NO. **255414**

STATE OF WISCONSIN  
MILWAUKEE COUNTY

SS.

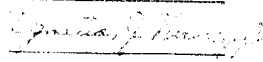
OFFICE OF  
REGISTER OF DEEDS



I, the undersigned,  
Register of Deeds of  
Milwaukee County,  
hereby certify that  
this document is a  
true and correct copy  
of the original on  
file or record in  
this office.

Witness my hand and

official seal this  
**JUL - 3 2013**

  
Ignatius J. Niemczyk

7276565

WARRANTY DEED

Document Number

Document Title

REGISTRY'S OFFICE }  
Milwaukee County, Wis. }  
RECORDED AT -9 00 AM

OCT 11 1996

REEL 3903 IMAGE 70 to 75 ind.

*Michael Best* REGISTER  
OF DEEDS

Recording Area

Name and Return Address *Box 265*  
MICHAEL, BEST & FRIEDRICH  
ATTN: JIM LEVIN 100 E.  
WISCONSIN AVENUE MILWAUKEE WI  
53202

TRANSFER  
\$ 1350<sup>00</sup>  
FEE

*407-9997-111-0*

Parcel Identification Number (PIN)

7276565 #

RECORD 20.00

RTX 1350.00

This information must be completed by submitter: document title, name & return address, and PIN (if required). Other information such as the granting clauses, legal description, etc. may be placed on this first page of the document or may be placed on additional pages of the document.  
Note: Use of this cover page adds one page to your document and \$2.00 to the recording fee. Wisconsin Statutes, §9.517. WRDA 2/96

revised 8/96

*70-96*

*3216*

RECORDING REQUESTED BY:

WHEN RECORDED MAIL TO:

James S. Levin, Esq.  
Michael Best & Friedrich  
100 E. Wisconsin Ave.  
Milwaukee, WI 53202-4108

SPACE ABOVE THIS LINE FOR RECORDER'S USE

IRE 320258

SPECIAL WARRANTY DEED

THIS INDENTURE, made this 7th day of October, 1996, between THE NORTHWESTERN MUTUAL LIFE INSURANCE COMPANY, a Wisconsin corporation having its principal place of business at Milwaukee, Wisconsin, party of the first part, and 82 BLUE, LLP, a Wisconsin Limited Partnership, party of the second part:

Liability

WITNESSETH, that the said party of the first part, in consideration of the sum of Ten (\$10.00) Dollars and other valuable consideration, to it in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, has given, granted, bargained, sold, remised, released, aligned, conveyed, and confirmed, and by these presents does give, grant, bargain, sell, remise, release, alien, convey, and confirm, unto the said party of the second part, its successors and assigns forever, the following described property, situated in the County of Milwaukee and State of Wisconsin, to-wit:

The real property more particularly described on Exhibit A-1 attached hereto and made a part hereof.

SUBJECT, HOWEVER, TO:

1. Real Estate Taxes not yet due and payable;
2. General and Special Assessments payable after the date hereof;

## EXHIBIT A-1

## Legal Description

## PARCEL 1:

That part of the Southeast 1/4 of Section 28, Town 7 North, Range 21 East, in the City of Milwaukee, County of Milwaukee, State of Wisconsin, which is bounded and described as follows:

Commencing at a point in the North and South 1/8 line, said line being the West line of Kaufer's Subdivision, being a Subdivision of part of Lot 9 in Scholtka Partition in the Southeast 1/4 of Section 28, Town 7 North, Range 21 East, in the City of Milwaukee, County of Milwaukee, State of Wisconsin, and Pleasant Park Subdivision, a Subdivision of Lot 8 in Scholtka Partition, being in the East 1/2 of the Southeast 1/4 of Section 28, Town 7 North, Range 21 East, in the City of Milwaukee, said point lying 1174.76 feet North of the South line of said 1/4 Section; running thence North 77° 55' 38" West 501.92 feet to the point of beginning of the land to be described; continuing thence North 77° 55' 38" West 373.37 feet to a point; thence North 14° 30' 55" East 100.00 feet to a point; thence North 77° 55' 38" West 26.80 feet to a point; thence North 14° 30' 55" East and parallel to the East line of North Glenview Avenue 165.31 feet to a point in the Southerly line of West Bluemound Road; thence Easterly along the Southerly line of West Bluemound Road on the arc of a curve which center lies to the South, whose radius is 1849.86 feet and whose chord bears South 81° 29' 36" East 408.46 feet, a distance of 409.30 feet to a point, which point is North 73° 01' 44" West 201.74 feet from the intersection of the Southerly line of West Bluemound Road and the West line of Honey Creek Drive; thence South 15° 46' 40" West 291.08 feet to the point of beginning.

ALSO that part of lands in the Southeast 1/4 of Section 28, Town 7 North, Range 21 East, in the City of Milwaukee, County of Milwaukee, State of Wisconsin, more particularly described as follows, to-wit:

Commencing at a point in the North and South 1/8 Section line, said line being the West line of Kaufer's Subdivision and Pleasant Park Subdivision, being in the Southeast 1/4 of Section 28, Town 7 North, Range 21 East, said point lying 1174.76 feet North of the South line of said 1/4 Section; running thence North 77° 55' 38" West 484.27 feet to a point, said point being the point of beginning of the land to be described; continuing thence North 77° 55' 38" West 17.65 feet to a point; thence North 15° 46' 40" East 234.68 feet to a point; thence South 11° 27' 57" West 234.20 feet to the place of beginning.

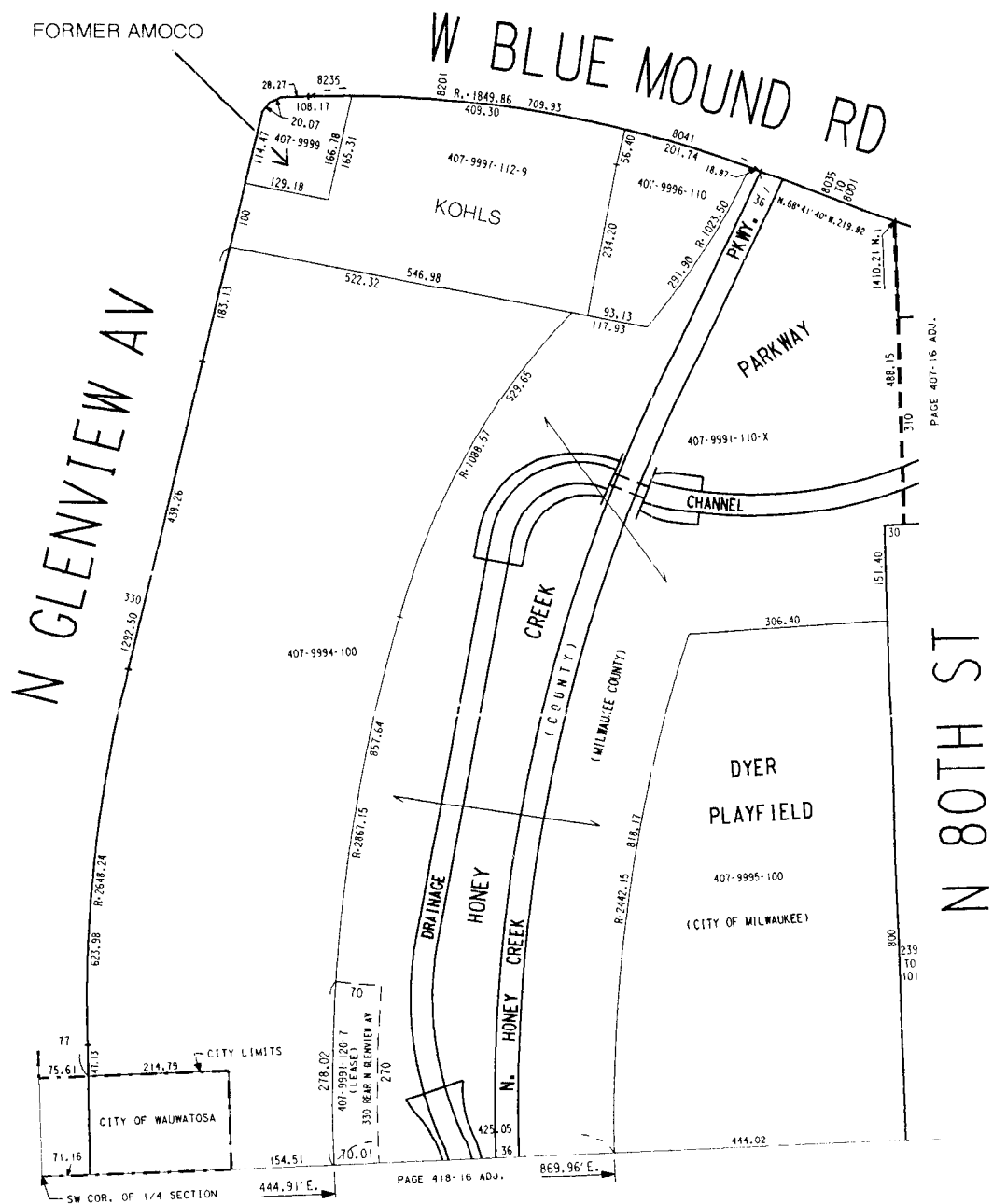
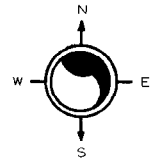
407-9997-111-0

8201 W BLUEMOUND RD.

ATLAS P. 407

LANDS

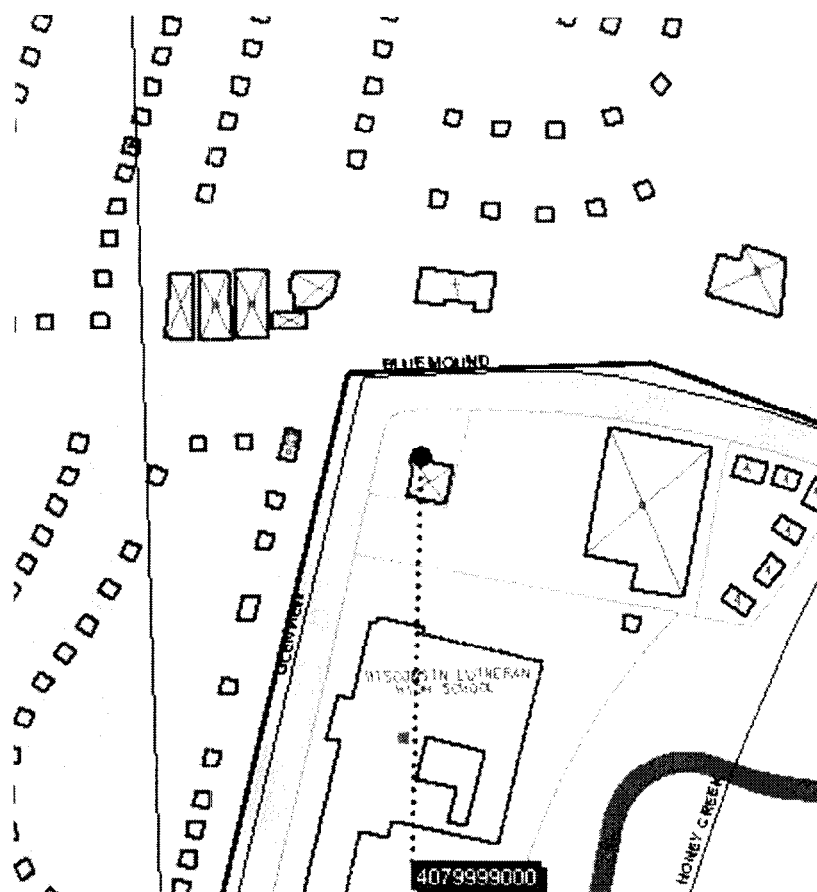
SCALE 1" = 200'



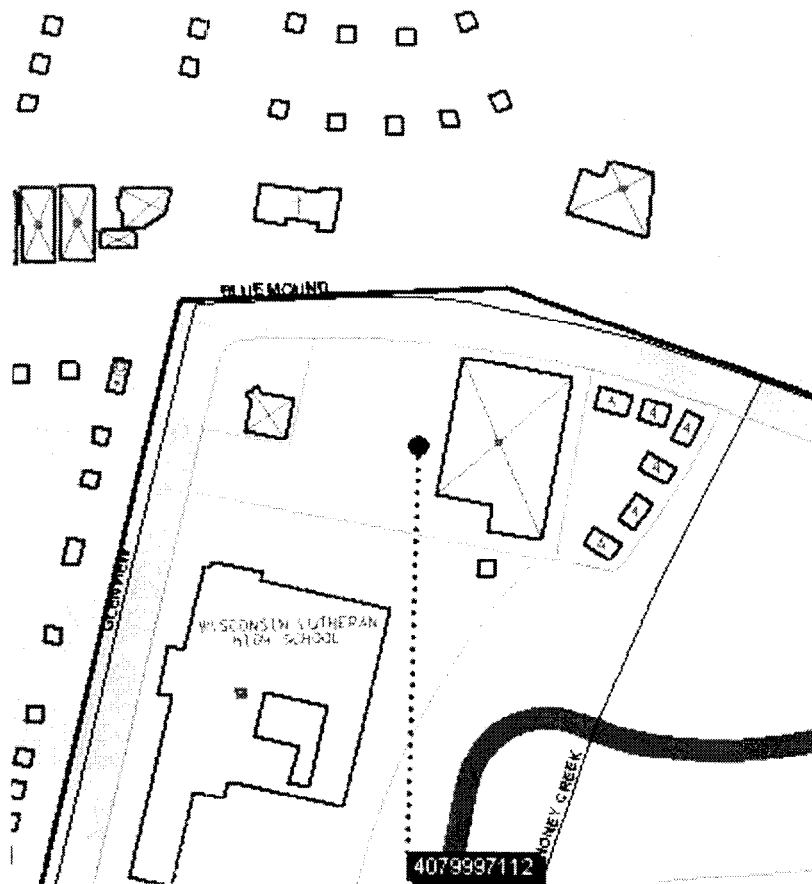
97-438

08-04-97  
ASSESSOR'S OFFICE  
CITY OF MILWAUKEE

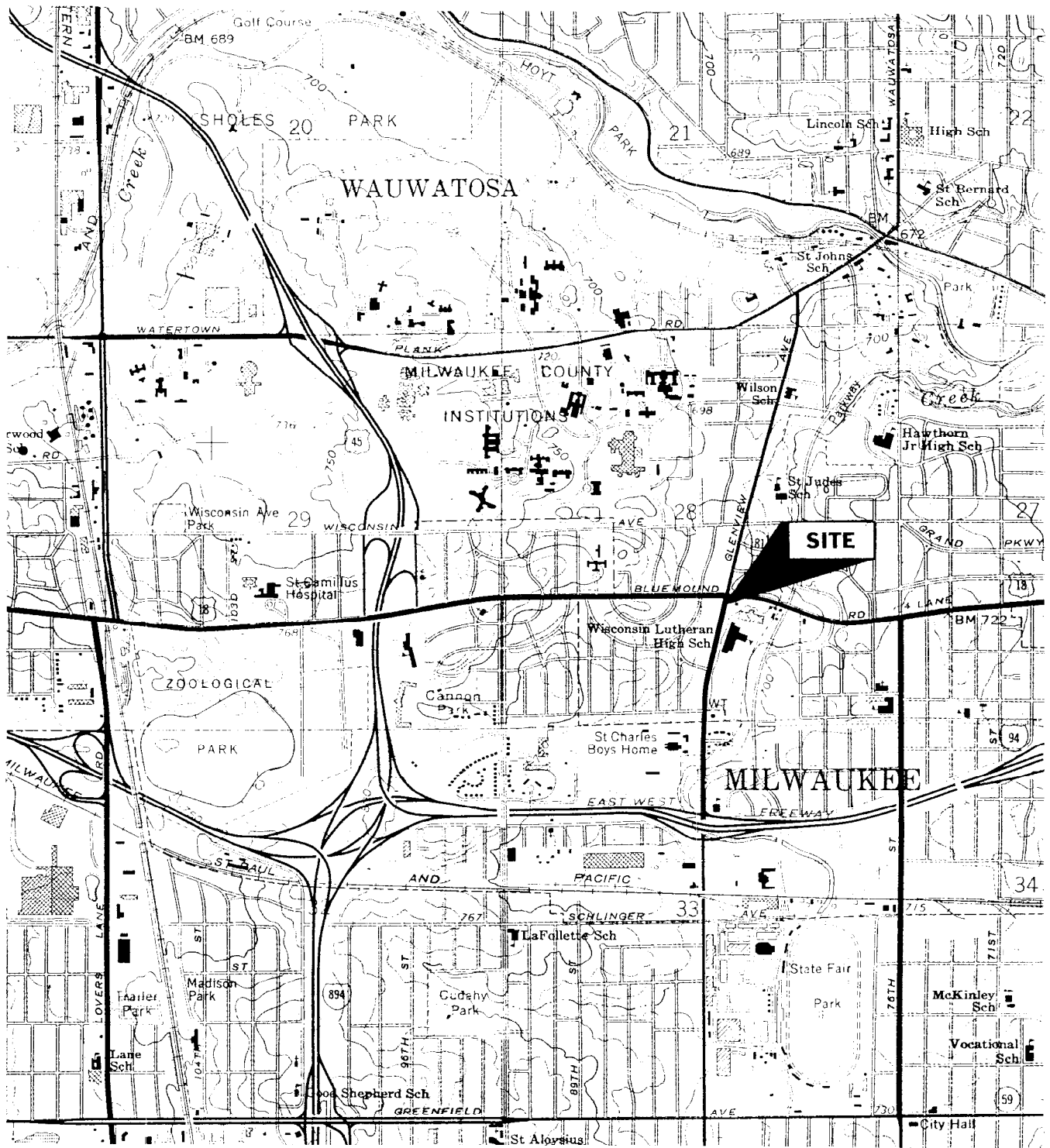




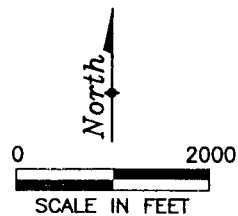
FORMER AMOCO



KOHLS



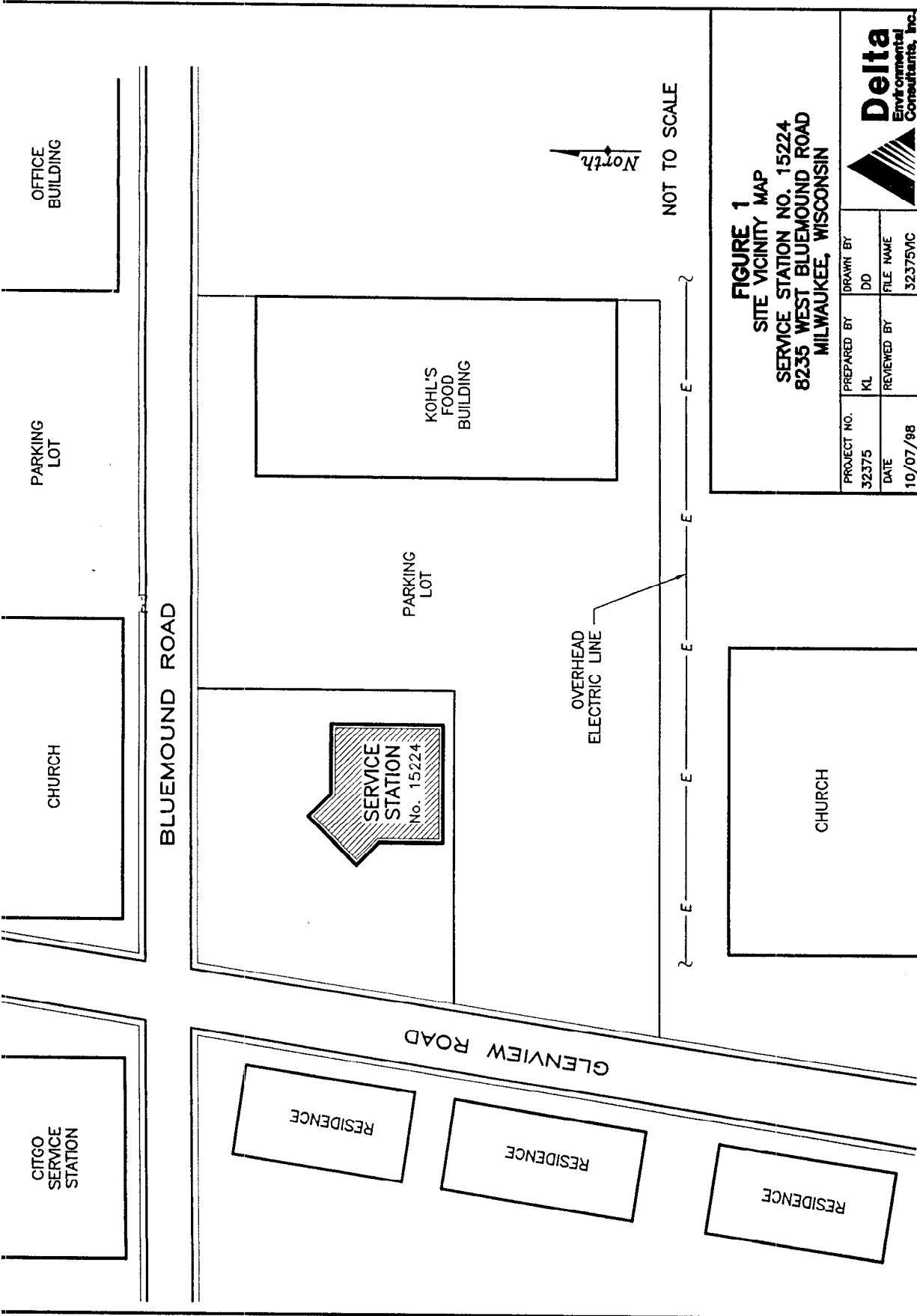
WAUWATOSA QUADRANGLE  
WISCONSIN  
7.5 MINUTE SERIES (TOPOGRAPHIC)



**FIGURE 1**  
**SITE LOCATION MAP**  
**AMOCO SERVICE STATION No. 15224**  
**8235 WEST BLUEMOUND ROAD**  
**MILWAUKEE, WISCONSIN**

PROJECT NO. 1096-818	PREPARED BY EKO
DATE 7/22/96	REVIEWED BY





**Table 1**  
**Soil Analytical Results**  
Amoco Service Station No. 15224  
8235 W. Bluemound Road  
Milwaukee, WI  
Delta Project No. 32375

**NOTE: DATA PRESENTED BELOW DOES NOT INCLUDE SEPTEMBER 2002 DIVESTMENT ASSESSMENT RESULTS ASSOCIATED WITH THE SERVICE BAY AND FORMER USED OIL UST, WHICH WILL BE ADDRESSED UNDER A SEPARATE RELEASE NUMBER.**

10/6/93											
			Analytical Parameters								
Boring	Sample Depth Feet	PID ppm	Benzene mg/kg	Toluene mg/kg	Ethyl- benzene mg/kg	Xylenes mg/kg	1,3,5- TMB mg/kg	1,2,4 TMB mg/kg	MTBE mg/kg	GRO mg/kg	Lead mg/kg
NR 720 RCL -->			0.0055	1.5	2.9	4.1	---	---	---	100	50
NR 746 Table 1 Values -->			8.5	38	4.6	42	11	83	---	---	---
MW-1 (B-1)	15-16.5	<1	<0.10	<0.10	<0.10	<0.20	<0.10	<0.10	<0.40	<5.0	7.8
MW-2 (B-2)	15-16.5	160	1.6	1.5	2.5	1.9	1.1	3.2	<0.85	38	6.2
MW-2 (B-2)	20-21.5	<1	<0.11	<0.11	<0.11	<0.21	<0.11	<0.11	<0.42	<5.3	7.7
MW-3 (B-3)	17.5-19	<1	<0.099	<0.099	<0.099	<0.20	<0.099	<0.099	<0.40	<5.0	6.5
B-4	17.5-19	<1	<0.10	<0.10	<0.10	<0.21	<0.10	<0.10	<0.41	<5.2	4.3
B-5	20-21.5	4	<0.10	<0.10	<0.10	<0.20	<0.10	0.14	<0.41	<5.1	6.1

10/18-19/1994											
			Analytical Parameters								
Boring	Sample Depth Feet	PID ppm	Benzene mg/kg	Toluene mg/kg	Ethyl- benzene mg/kg	Xylenes mg/kg	1,3,5- TMB mg/kg	1,2,4 TMB mg/kg	MTBE mg/kg	GRO mg/kg	Lead mg/kg
	NR 720 RCL -->		0.0055	1.5	2.9	4.1	---	---	---	100	50
	NR 746 Table 1 Values -->		8.5	38	4.6	42	11	83	---	---	---
GP-1	11-13	25	<0.14	0.22	<0.14	0.96	<0.14	<0.14	<0.58	8.8	<4.0
GP-2	13-15	150	1.1	0.52	5.0	14	4.8	8.9	<0.4	75	<4.0
GP-3	15-17	24	<0.12	0.64	<0.12	<0.24	<0.12	<0.12	<0.48	22	6.1
GP-4	13-15	7	<0.16	0.40	<0.16	<0.32	<0.16	<0.16	<0.64	14	<4.0
GP-5	15-17	100	<0.12	0.44	3.2	12	4.3	13	<0.48	84	<4.0

10/11/00											
				Analytical Parameters							
Boring	Sample Depth Feet	PID ppm	Benzene mg/kg	Toluene mg/kg	Ethyl- benzene mg/kg	Xylenes mg/kg	1,3,5- TMB mg/kg	1,2,4 TMB mg/kg	MTBE mg/kg	GRO mg/kg	Lead mg/kg
	NR 720 RCL -->		0.0055	1.5	2.9	4.1	---	---	---	100	50
	NR 746 Table 1 Values -->		8.5	38	4.6	42	11	83	---	---	---
MW-7	14-16	0	<0.037	<0.037	<0.037	<0.110	<0.037	<0.037	<0.037	<7.5	NA
MW-7	21-23	0	<0.037	<0.033	<0.033	<0.098	<0.033	<0.033	<0.033	<6.5	NA

Table 1  
Soil Analytical Results  
Amoco Service Station No. 15224  
8235 W. Bluemound Road  
Milwaukee, WI  
Delta Project No. 32375

6/1/2001			Analytical Parameters								
Boring	Sample Depth Feet	PID ppm	Benzene mg/kg	Toluene mg/kg	Ethyl- benzene mg/kg	Xylenes mg/kg	1,3,5- TMB mg/kg	1,2,4 TMB mg/kg	MTBE mg/kg	GRO mg/kg	Lead mg/kg
NR 720 RCL -->			0.0055	1.5	2.9	4.1	---	---	---	100	50
NR 746 Table 1 Values -->			8.5	38	4.6	42	11	83	---	---	---
MW-8	14-16	0	<0.030	<0.030	<0.030	<0.090	<0.030	<0.030	<0.030	<6.0	NA
MW-9	14-16	0	<0.027	<0.027	<0.027	<0.082	<0.027	<0.027	<0.027	<5.5	NA

9/6/2002 Divestment Assessment			Analytical Parameters								
Boring	Sample Depth Feet	PID ppm	Benzene mg/kg	Toluene mg/kg	Ethyl- benzene mg/kg	Xylenes mg/kg	1,3,5- TMB mg/kg	1,2,4- TMB mg/kg	MTBE mg/kg	GRO mg/kg	Total Lead mg/kg
NR 720 RCL -->			0.0055	1.5	2.9	4.1	---	---	---	100	50
NR 746 Table 1 Values -->			8.5	38	4.6	42	11	83	---	---	---
DA GP-1	12-14	0	<0.028	<0.028	<0.028	<0.084	<0.028	<0.028	<0.028	<5.6	NA
DA GP-2	6-8	0	<0.028	<0.028	<0.028	<0.085	<0.028	<0.028	0.397	<5.7	NA
DA GP-2	11-12	119	<0.028	<0.028	0.592	0.536	0.413	1.45	<0.028	61	NA
DA GP-3	15-17	0	<0.026	0.034	<0.026	0.053	<0.026	0.026	<0.026	<5.3	31
DA GP-4	9-10	0	<0.027	<0.027	<0.027	<0.080	<0.027	<0.027	<0.027	<5.4	NA
DA GP-5	14-16	0	<0.028	<0.028	<0.028	<0.084	<0.028	<0.028	<0.028	<5.6	NA

NOTES:	
ND	not detected at or above the indicated method detection limit
GRO	gasoline range organics
ppm	parts per million
mg/kg	milligrams per kilogram (equivalent to parts per million)
MTBE	methyl tertiary butyl ether
NA	not analyzed for the indicated parameter
PID	volatile organic vapor level as measured with a photoionization detector
TMB	trimethylbenzene
NR 720 RCL	Wisconsin Administrative Code Chapter NR 700 Non-Industrial Generic Residual Contaminant Level (Revision 2/97)
NR 746 Table 1 Values	Revision 05/00 of Wisconsin Administrative Code Chapter NR 746 Soil Screening Levels
"bold type"	the indicated concentration exceeds the NR 720 RCL

**Table 3**  
**Groundwater Analytical Summary**  
Amoco Service Station No. 15224  
8235 W. Bluemound Road  
Milwaukee, WI  
Delta Project No. 32375

NOTE: DATA PRESENTED BELOW DOES NOT INCLUDE SEPTEMBER 2002 DIVESTMENT ASSESSMENT RESULTS ASSOCIATED WITH THE SERVICE BAY AND FORMER USED OIL UST, WHICH WILL BE ADDRESSED UNDER A SEPARATE RELEASE NUMBER.

[illegible][illegible]

**Table 3**  
**Groundwater Analytical Summary**  
 Amoco Service Station No. 15224  
 8235 W. Bluemound Road  
 Milwaukee, WI  
 Delta Project No. 32375

MW-3																	
Parameter: Date Sampled	Analytical Parameters														Bio-Parameters		
	Benzene µg/L	Toluene µg/L	Ethyl- benzene µg/L	Xylenes µg/L	Total TMBs µg/L	MTBE µg/L	GRO µg/L	Dissolved Lead µg/L	Naph-thalene µg/L	1,2- Di- chloro - ethane µg/L	n- Propyl- benzene µg/L	Isopropyl- benzene µg/L	sec- Butyl- benzene µg/L	n- Butyl- benzene µg/L	DO (ppm)	REDON milli Volts	Soluble Iron (ppm)
NR 140 ES	5.0	1000	700	10000	480	60		15	40	5.0							
10/18/1993	< 0.4	< 0.6	< 0.8	< 1.3	< 0.7	3.7	< 50	< 10	2.5	0.7	< 4.5	< 1.2	< 0.8	< 6.0	NM	NM	NM
10/19/1994	32	< 2.0	< 2.0	< 4.0	< 2.0	500	240	NA	< 10	NA	NA	NA	NA	NA	6.9	NM	NM
4/13/1995	< 2.0	< 2.0	< 2.0	< 4.0	< 2.0	780	350	NA	< 10	NA	NA	NA	NA	NA			
7/26/1995	5.6	< 5.0	< 5.0	< 10	< 5.0	1700	710	NA	< 50	NA	NA	NA	NA	NA		NM	NM
10/30/1995	35	10	34	61	28	2900	1500	NA	NA	NA	NA	NA	NA	NA	0.4	NM	NM
9/16/1996	6	< 2	4	18	< 2	2700	1700	NA	NA	NA	NA	NA	NA	NA	0.3	-015	1.0
10/6/1997	< 1	1.5	< 1	< 2	< 1	4300	1700	NA	NA	NA	NA	NA	NA	NA	0.9	-110	9.0
9/17/1998	33	< 1.6	19	25	6.8	2600	1200	NA	NA	NA	NA	NA	NA	NA	0.6	063	1.0
5/13/2000	0.46	< 0.20	< 0.22	< 0.23	< 0.29	290	270	NA	NA	NA	NA	NA	NA	NA	2.5	-046	4.0
6/12/2001	1.8	< 1.0	1.6	< 1.2	< 1.4	540	< 250	NA	NA	NA	NA	NA	NA	NA	2.6	-148	6.0

MW-4																	
Parameter: Date Sampled	Analytical Parameters														Bio-Parameters		
	Benzene µg/L	Toluene µg/L	Ethyl- benzene µg/L	Xylenes µg/L	Total TMBs µg/L	MTBE µg/L	GRO µg/L	Dissolved Lead µg/L	Naph-thalene µg/L	1,2- Di- chloro - ethane µg/L	n- Propyl- benzene µg/L	Isopropyl- benzene µg/L	sec- Butyl- benzene µg/L	n- Butyl- benzene µg/L	DO (ppm)	REDON milli Volts	Soluble Iron (ppm)
NR 140 ES	5.0	1000	700	10000	480	60		15	40	5.0							
3/2/1995	< 1.0	< 1.0	< 1.0	< 2.0	< 1.0	5.4	< 50	< 0.04	NA	NA	NA	NA	NA	NA	NM	NM	NM
4/13/1995	0.8	< 0.6	< 0.8	< 1.3	< 0.7	1.5	< 50	NA	< 1.6	1.4	< 0.9	< 1.2	< 0.8	11	3.5	NM	NM
7/26/1995	0.6	< 0.6	< 0.8	< 1.3	< 0.7	23	74	NA	< 1.6	< 0.5	< 0.9	< 1.2	< 0.8	19	3.0	NM	NM
10/30/1995	3.2	3.4	< 1.0	< 2.0	< 1.0	19	50	NA	NA	NA	NA	NA	NA	NA	2.0	NM	NM
1/26/1996	1.1	< 1.0	< 1.0	< 2.0	< 1.0	13	< 50	NA	NA	NA	NA	NA	NA	NA	0.3	NM	NM
9/16/1996	< 2.0	< 2.0	< 2.0	< 4.0	< 2.0	< 2.0	< 100	NA	NA	NA	NA	NA	NA	NA	0.6	085	10
3/12/1997	3	< 2.0	< 2.0	< 4.0	< 2.0	13	160	NA	NA	NA	NA	NA	NA	NA	1.3	-042	10
10/6/1997	< 1.0	< 1.0	< 1.0	< 2.0	< 1.0	15	< 50	NA	NA	NA	NA	NA	NA	NA	0.7	-087	4.0
9/17/1998	< 1.0	< 1.0	< 1.0	< 2.0	< 1.0	< 4.0	< 100	NA	NA	NA	NA	NA	NA	NA	1.0	171	3.0
3/10/1999	1.7	< 1.6	< 1.0	< 2.0	< 1.0	< 4.0	< 100	NA	NA	NA	NA	NA	NA	NA	2.1	-073	10.0
5/13/2000	NS	NS	NS	NS	NS	NS	NS	NA	NA	NA	NA	NA	NA	NA	3.0	020	4.0
6/12/2001	4.3	< 0.20	< 0.22	< 0.23	< 0.29	< 0.16	< 50	NA	NA	NA	NA	NA	NA	NA	1.6	005	8.0



**Table 3**  
**Groundwater Analytical Summary**  
 Amoco Service Station No. 15224  
 8235 W. Bluemound Road  
 Milwaukee, WI  
 Delta Project No. 32375

MW-5																	
Analytical Parameters															Bio-Parameters		
Parameter	Benzene	Toluene	Ethyl-benzene	Xylenes	Total TMBs	MTBE	GRO	Dissolved Lead	Naph-thalene	1,2- Di-chloro-ethane	n- Propyl-benzene	Isopropyl-benzene	sec- Butyl-benzene	n- Butyl-benzene	DO	REDON	Soluble Iron
Date Sampled	µg/L	µg/L	µg/L	µg/L	µg/L	µg/L	µg/L	µg/L	µg/L	µg/L	µg/L	µg/L	µg/L	µg/L	(ppm)	milli Volts	(ppm)
NR 140 ES	5.0	1060	700	10000	480	60		15	40	5.0							
3/2/1995	<1.0	<1.0	<1.0	<2.0	<1.0	<4.0	<50	<0.04	NA	NA	NA	NA	NA	NA	NM	NM	NM
4/13/1995	0.6	<0.6	<0.8	<1.3	<0.7	7.0	97	NA	<1.6	<0.3	<0.9	<1.2	<0.3	9.2	3.5	NM	NM
7/26/1995	17	2.2	<0.8	<1.3	<0.7	<1.0	67	NA	<1.6	1.0	<0.9	<1.2	<0.3	14	<1.0	NM	NM
10/30/1995	7.1	<2.0	7.8	4.2	4.7	980	520	NA	NA	NA	NA	NA	NA	NA	0.6	NM	NM
1/26/1996	17	1.4	<1.0	<2.0	<1.0	150	150	NA	NA	NA	NA	NA	NA	NA	0.3	NM	NM
9/16/1996	23	<2.0	<2.0	<4.0	<2.0	2500	1,600	NA	NA	NA	NA	NA	NA	NA	0.4	<0.3	6.0
3/12/1997	<1.0	<2.0	<2.0	<4.0	<2.0	1000	940	NA	NA	NA	NA	NA	NA	NA	1.2	<0.9	10.0
10/6/1997	50	<1.0	<1.0	<2.0	<1.0	3700	1500	NA	NA	NA	NA	NA	NA	NA	4.2	<0.5	3.0
9/17/1998	490	17	1000	340	100	5600	2600	NA	NA	NA	NA	NA	NA	NA	2.1	<0.3	7.0
3/10/1999	11	1.0	150	6.8	30.0	1500	390	NA	NA	NA	NA	NA	NA	NA	0.29	<1.36	<10
5/13/2000	0.28	<0.20	<0.22	<0.23	<0.29	200	160	NA	NA	NA	NA	NA	NA	NA	2.4	<0.45	<10
6/12/2001	11	1.0	<0.44	0.5	<0.58	450	200	NA	NA	NA	NA	NA	NA	NA	2.8	<0.95	<10

MW-6		Analytical Parameters															Bio-Parameters		
Parameter:	Benzene	Toluene	Ethyl-benzene	Xylenes	Total TMBs	MTBE	GRO	Dissolved Lead	Naph-thalene	1,2- Dichloro-ethane	n- Propyl-benzene	Isopropyl-benzene	sec- Butyl-benzene	n- Butyl-benzene	DO	REDON	Soluble Iron		
Date Sampled	µg/L	µg/L	µg/L	µg/L	µg/L	µg/L	µg/L	µg/L	µg/L	µg/L	µg/L	µg/L	µg/L	µg/L	(ppm)	milli Volts	(ppm)		
NR 140 ES	5.0	1000	700	10000	480	60		15	40	5.0									
3/2/1995	430	120	750	2400	1270	230	9400	<0.04	NA	NA	NA	NA	NA	NA	NM	NM	NM		
4/13/1995	200	47	410	870	700	53	8600	NA	<80	<25	46	<60	<40	150	<1.0	NM	NM		
7/26/1995	220	23	330	750	590	130	5700	NA	72	7.4	60	18	<8.0	170	<1.0	NM	NM		
10/30/1995	1800	230	1700	4800	2760	1000	23000	NA	NA	NA	NA	NA	NA	NA	0.4	NM	NM		
1/26/1996	2300	280	1900	4700	3630	2030	23000	NA	NA	NA	NA	NA	NA	NA	0.3	NM	NM		
9/16/1996	1500	120	1400	2920	2670	960	18000	NA	210	<20	310	84	29	410	0.1	<1.33	<10		
3/12/1997	410	30	540	820	830	320	5900 E	NA	87	<10	110	38	12	130	0.2	<0.57	<10		
10/6/1997	2900	390	2100	5600	4020	1900	30000	NA	NA	NA	NA	NA	NA	NA	0.6	<1.93	<10		
9/17/1998	3500	350	2100	5200	3240	2200	23000	NA	NA	NA	NA	NA	NA	NA	1.0	<0.73	<10		
3/10/1999	700	190	1600	5400	3060	480	24000	NA	NA	NA	NA	NA	NA	NA	0.6	<1.21	<10		
5/13/2000	1100	58	1100	1900	2440	710	15000	NA	200	NA	NA	NA	NA	NA	2.1	<0.50	<10		
6/12/2001	290	12	380	710	750	160	4300	NA	68	<2.5	NA	NA	NA	NA	NM	NM	NM		

**Table 3**  
**Groundwater Analytical Summary**  
 Amoco Service Station No. 15224  
 8235 W. Bluemound Road  
 Milwaukee, WI  
 Delta Project No. 32375

MW-7																	
Analytical Parameters															Bio-Parameters		
Parameter	Benzene	Toluene	Ethyl-benzene	Nylenes	Total TMBs	MTBE	GRO	Dissolved Lead	Naph-thalene	1,2- Di-chloro - ethane	n- Propyl-benzene	Isopropyl-benzene	sec- Butyl-benzene	n- Butyl-benzene	DO	REDON	Soluble Iron
Date Sampled	µg/L	µg/L	µg/L	µg/L	µg/L	µg/L	µg/L	µg/L	µg/L	µg/L	µg/L	µg/L	µg/L	µg/L	(ppm)	mili Volts	(ppm)
NR 140 ES	5.0	1060	700	10000	480	60		15	40	5.0							
19.30.2000	<0.13	<0.20	<0.22	0.29	<0.29	14	<50	NA	NA	NA	NA	NA	NA	NA	1.0	068	0.2
6.12.2001	<0.13	<0.20	<0.22	<0.23	<0.29	7.4	<50	NA	NA	NA	NA	NA	NA	NA	4.0	-030	4.0

MW-8																	
Analytical Parameters															Bio-Parameters		
Parameter	Benzene	Toluene	Ethyl-benzene	Nylenes	Total TMBs	MTBE	GRO	Dissolved Lead	Naph-thalene	1,2- Di-chloro - ethane	n- Propyl-benzene	Isopropyl-benzene	sec- Butyl-benzene	n- Butyl-benzene	DO	REDON	Soluble Iron
Date Sampled	µg/L	µg/L	µg/L	µg/L	µg/L	µg/L	µg/L	µg/L	µg/L	µg/L	µg/L	µg/L	µg/L	µg/L	(ppm)	mili Volts	(ppm)
NR 140 ES	5.0	1000	700	10000	480	60		15	40	5.0							
6.12.2001	<0.10	<0.10	<0.25	<0.25	0.11	<0.25	<50	NA	<0.25	<0.25	NA	NA	NA	NA	1.0	-032	7.0

MW-9																	
Analytical Parameters															Bio-Parameters		
Parameter	Benzene	Toluene	Ethyl-benzene	Nylenes	Total TMBs	MTBE	GRO	Dissolved Lead	Naph-thalene	1,2- Di-chloro - ethane	n- Propyl-benzene	Isopropyl-benzene	sec- Butyl-benzene	n- Butyl-benzene	DO	REDON	Soluble Iron
Date Sampled	µg/L	µg/L	µg/L	µg/L	µg/L	µg/L	µg/L	µg/L	µg/L	µg/L	µg/L	µg/L	µg/L	µg/L	(ppm)	mili Volts	(ppm)
NR 140 ES	5.0	1000	700	10000	480	60		15	40	5.0							
6.12.2001	<0.13	<0.20	<0.22	<0.23	<0.29	<0.16	<50	NA	NA	NA	NA	NA	NA	NA	5.4	140	1.0

Date Sampled: 09/07/02 Divestment Assessment

Analytical Parameters														
Sample ID	Benzene	Toluene	Ethyl-benzene	Nylenes	Total TMBs	MTBE	GRO	Dissolved Lead	Naph-thalene	1,2- Di-chloro - ethane	n- Propyl-benzene	Isopropyl-benzene	sec- Butyl-benzene	n- Butyl-benzene
	µg/L	µg/L	µg/L	µg/L	µg/L	µg/L	µg/L	µg/L	µg/L	µg/L	µg/L	µg/L	µg/L	µg/L
NR 140 ES	5	1,000	700	10,000	480	60	--	15	40	5.0	--	--	--	--
DA GP-1	0.42	<0.10	<0.25	<0.25	<0.10	3.1	NA	NA	<0.25	<0.25	<0.25	<0.25	<0.25	<0.25
DA GP-3	<0.20	<0.20	<0.5	<0.5	<0.2	2.3	NA	NA	<0.5	<0.5	<0.5	<0.5	<0.5	<0.5
DA GP-5	180	<2.0	94	150	8.90	720	NA	NA	0.75	<0.25	<0.25	1.4	<0.25	<0.25

Date Sampled: 09/07/02 Divestment Assessment

PAH Analytical Parameters					
Sample ID	Benzo (b) fluoranthene	Benzo (a) pyrene	Chrysene	Phenanthrene	Pyrene
	µg/L	µg/L	µg/L	µg/L	µg/L
	0.2	0.2	100	--	250
DA GP-5	0.075	0.045	0.11	0.22	0.24

**Table 3**  
**Groundwater Analytical Summary**  
 Amoco Service Station No. 15224  
 8235 W. Bluemound Road  
 Milwaukee, WI  
 Delta Project No. 32375

**Notes:**

The concentration reported for MTBE exceed the calibration range of the laboratory instrument on 7 of 99 in Monitoring wells MW-1, MW-2, MW-3, and MW-5.

µg/L = micrograms per liter

D = duplicate

DO = Dissolved Oxygen

GRO = Gasoline Range Organics

MTBE = Methyl Tertiary Butyl Ether

NA = Not analyzed

NM = Not Measured

NR 140 ES = Wisconsin Adm. Code Chap. NR 140 Enforcement Standard

NS = not sampled

PAH = polynuclear aromatic hydrocarbons

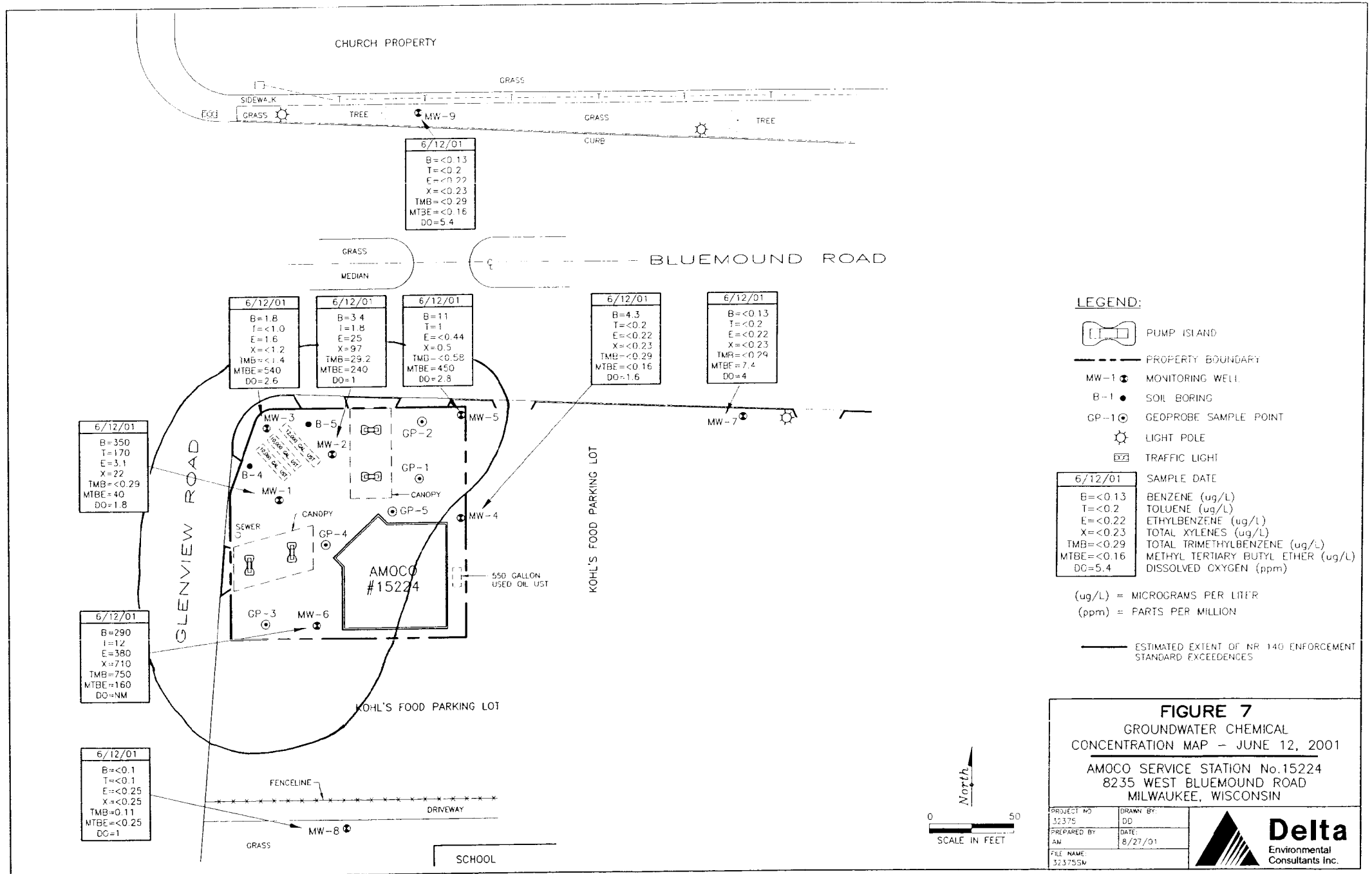
ppm = parts per million

Redox = Reduction Oxidation potential

TMBs = Trimethylbenzenes

"Bold Type" = Concentration exceeds the NR 140 ES

**Note:** Only detected PAH compounds are listed in the table above.



**Table 2**  
**Groundwater Elevation Summary**  
 Amoco Service Station No. 15224  
 8235 W. Bluemound Road  
 Milwaukee, WI  
 Delta Project No. 32375  
 (all values in feet)

<b>MW-1</b>					
<b>Ground Elevation: 98.17 (06/12/01)</b>			<b>Well Depth</b>	<b>19.8</b>	<b>Well Diameter</b>
			<b>Screen Length</b>	<b>10.00</b>	<b>2"</b>
Date	TOC Elevation	Depth to Water (below TOC)	Ground Water Elevation	Elevation Difference	Physical Observations
10/19/1994	98.85	16.49	82.36	NA	
11/10/1994	98.85	16.72	82.13	-0.23	
3/2/1995	98.85	17.03	81.82	-0.31	Turbid, brown, dry @ 2.5 gal.
4/13/1995	98.85	16.44	82.41	0.59	Clear, dry @ 2.5 gal.
7/26/1995	98.85	15.80	83.05	0.64	Clear, dry @ 2.0 gal.
10/30/1995	97.77	16.32	81.45	-1.60	Med turbidity, brown, dry @ 1.0 gal.
1/26/1996	97.77	16.25	81.52	0.07	Med turbidity, dry @ 1.8 gal
9/16/1996	97.77	15.85	81.92	0.40	gray, mild turbidity
3/12/1997	97.77	19.73	78.04	-3.88	Slight turbidity, dry @ 1.5 gal
10/6/1997	97.77	15.34	82.43	4.39	Mild turbidity, grey
9/17/1998	97.77	14.80	82.97	0.54	Mild turbidity, grey, dry @ 3
3/10/1999	97.77	15.34	82.43	-0.54	
5/13/2000	97.77	16.13	81.64	-0.79	Dry @ 0.5 gal
6/12/2001	97.78	14.53	83.25	1.61	Med. Turbidity; dry @ 2.5 gal.

<b>MW-2</b>					
<b>Ground Elevation: 97.64 (06/12/01)</b>			<b>Well Depth</b>	<b>19.8</b>	<b>Well Diameter</b>
			<b>Screen Length</b>	<b>10.00</b>	<b>2"</b>
Date	TOC Elevation	Depth to Water (below TOC)	Ground Water Elevation	Elevation Difference	Physical Observations
10/19/1994	98.48	16.50	81.98	NA	
11/10/1994	98.48	16.72	81.76	-0.22	
2/2/1995	98.48	16.80	81.68	-0.08	Clear, dry @ 2.5 gal.
4/13/1995	98.48	16.45	82.03	0.35	Clear
7/26/1995	98.48	15.80	82.68	0.65	Clear
10/30/1995	97.37	16.33	81.04	-1.64	Yellow, dry @ 1.5 gal.
1/26/1996	97.37	16.30	81.07	0.03	Clear, dry @ 1.2 gal.
9/16/1996	97.37	15.87	81.50	0.43	Gray, slight turbidity, slight sheen
3/12/1997	97.37	16.24	81.13	-0.37	Clear
10/6/1997	97.37	15.36	82.01	0.88	Mild turb, gray, dry @ 2.75 gal.
9/17/1998	97.37	15.40	81.97	-0.04	Mild turb, gray
3/10/1999	97.37	16.03	81.34	-0.63	
5/13/2000	97.37	16.47	80.90	-0.44	Dry @ 0.5 gal.
6/12/2001	97.48	15.00	82.48	1.58	Clear

**Table 2**  
**Groundwater Elevation Summary**  
 Amoco Service Station No. 15224  
 8235 W. Bluemound Road  
 Milwaukee, WI  
 Delta Project No. 32375  
 (all values in feet)

<b>MW-3</b>					
<b>Ground Elevation: 98.03 (06/12/01)</b>			<b>Well Depth</b>	<b>23.3</b>	<b>Well Diameter</b>
			<b>Screen Length</b>	<b>10.00</b>	<b>2"</b>
Date	TOC Elevation	Depth to Water (below TOC)	Ground Water Elevation	Elevation Difference	Physical Observations
10/19/1994	98.70	15.99	82.71	NA	
11/10/1994	98.70	16.19	82.51	-0.20	
4/13/1995	98.70	16.24	82.46	-0.05	Clear
7/26/1995	98.70	15.25	83.45	0.99	Clear
10/30/1995	97.62	15.82	81.80	-1.65	Slight turbidity, brown
1/26/1996	97.62	NM	NA	NA	Under snowpile
9/16/1996	97.62	15.31	82.31	NA	Gray, med turbidity
3/12/1997	97.62	NM	NM	NA	Well inaccessible under snowbank
10/6/1997	97.62	14.88	82.74	NA	Mild turb, gray, dry @3.5 gal
9/17/1998	97.62	14.78	82.84	0.10	Mild turb, gray
3/10/1999	97.62	NM	NM	NA	Did Not Sample
5/13/2000	97.62	15.77	81.85	NA	
6/12/2001	97.58	14.35	83.23	1.38	Clear

<b>MW-4</b>					
<b>Ground Elevation: 98.06 (06/12/01)</b>			<b>Well Depth</b>	<b>22.6</b>	<b>Well Diameter</b>
			<b>Screen Length</b>	<b>10.00</b>	<b>2"</b>
Date	TOC Elevation	Depth to Water (below TOC)	Groundwater Elevation	Elevation Difference	Physical Observations
3/2/1995	98.46	18.35	80.11	NA	
4/13/1995	98.46	17.76	80.70	0.59	Clear, dry @ 5.0 gal
7/26/1995	98.46	17.25	81.21	0.51	Turbid, brown, dry @ 6.0 gal
10/30/1995	97.41	17.70	79.71	-1.50	Slight turbidity, brown
1/26/1996	97.41	17.61	79.80	0.09	High turbidity, brown
9/16/1996	97.41	17.13	80.28	0.48	gray, slight turbidity, dry @ 3.0 gal
3/12/1997	97.41	17.21	80.20	-0.08	Clear, bailed dry @ 4 gal.
10/6/1997	97.41	16.27	81.14	0.94	Mild turbidity, brown
9/17/1998	97.41	16.37	81.04	-0.10	clear
3/10/1999	97.41	16.20	81.21	0.17	Light/brown
5/13/2000	97.41	17.63	79.78	-1.43	Clear
6/12/2001	97.37	15.94	81.43	1.65	Low turbidity

**Table 2**  
**Groundwater Elevation Summary**  
 Amoco Service Station No. 15224  
 8235 W. Bluemound Road  
 Milwaukee, WI  
 Delta Project No. 32375  
 (all values in feet)

<b>MW-5</b>					
<b>Ground Elevation: 96.33 (06/12/01)</b>			<b>Well Depth</b>	<b>24.2</b>	<b>Well Diameter</b>
			<b>Screen Length</b>	<b>10.00</b>	<b>2"</b>
Date	TOC Elevation	Depth to Water (below TOC)	Groundwater Elevation	Elevation Difference	Physical Observations
3/2/1995	97.09	17.00	80.09	NA	
4/13/1995	97.09	16.47	80.62	0.53	Clear
7/26/1995	97.09	15.90	81.19	0.57	Clear
10/30/1995	96.02	16.43	79.59	-1.60	Clear
1/26/1996	96.02	17.36	78.66	-0.93	Clear
9/16/1996	96.02	16.00	80.02	1.36	Gray, slight turbidity
3/12/1997	96.02	16.02	80.00	-0.02	Slight turbidity
10/6/1997	96.02	15.12	80.90	0.90	Medium turbidity, brown
9/17/1998	96.02	15.27	80.75	-0.15	clear
3/10/1999	96.02	15.97	80.05	-0.70	
5/13/2000	96.02	16.40	79.62	-0.43	
6/12/2001	96.02	15.00	81.02	1.40	Clear

<b>MW-6</b>					
<b>Ground Elevation: 98.16 (06/12/01)</b>			<b>Well Depth</b>	<b>20.3</b>	<b>Well Diameter</b>
			<b>Screen Length</b>	<b>10.00</b>	<b>2"</b>
Date	TOC Elevation	Depth to Water (below TOC)	Groundwater Elevation	Elevation Difference	Physical Observations
3/2/1995	98.84	18.15	80.69	NA	
4/13/1995	98.84	17.24	81.60	0.91	Clear dry @ 4.0 gal
7/26/1995	98.84	16.80	82.04	0.44	Clear dry @ 5.0 gal
10/30/1995	97.80	17.53	80.27	-1.77	Clear
1/26/1996	97.80	17.15	80.65	0.38	Clear, dry @ 1.8 gal.
9/16/1996	97.80	17.13	80.67	0.02	Gray, moderate turbidity, sheen
3/12/1997	97.80	16.96	80.84	0.17	Clear
10/6/1997	97.80	16.60	81.20	0.36	Gray, mild turbidity, w/ sheen
9/17/1998	97.80	16.48	81.32	0.12	sheen
3/10/1999	97.80	16.91	80.89	-0.43	Moderate/oily brown
5/13/2000	97.80	17.06	80.74	-0.15	Dry @ 1 gal.
6/12/2001	97.76	15.89	81.87	1.13	Clear, sheen

**Table 2**  
**Groundwater Elevation Summary**  
 Amoco Service Station No. 15224  
 8235 W. Bluemound Road  
 Milwaukee, WI  
 Delta Project No. 32375  
 (all values in feet)

<b>MW-7</b>					
Ground Elevation: 94.47 (06/12/01)			Well Depth	21.7	Well Diameter 2"
			Screen Length	10.00	
Date	TOC Elevation	Depth to Water (below TOC)	Groundwater Elevation	Elevation Difference	Physical Observations
10/16/2000	94.22	13.70	80.52	NA	Well Developed
10/30/2000	94.22	14.13	80.09	-0.43	Dry @ 5 gallons
6/12/2001	94.21	13.65	80.56	0.47	Low turbidity, dry @ 3 gal.

<b>MW-8</b>					
Ground Elevation: 96.67 (06/12/01)			Well Depth	18.8	Well Diameter 2"
			Screen Length	10.00	
Date	TOC Elevation	Depth to Water (below TOC)	Groundwater Elevation	Elevation Difference	Physical Observations
6/12/2001	96.49	14.65	81.84	NA	Developed Well

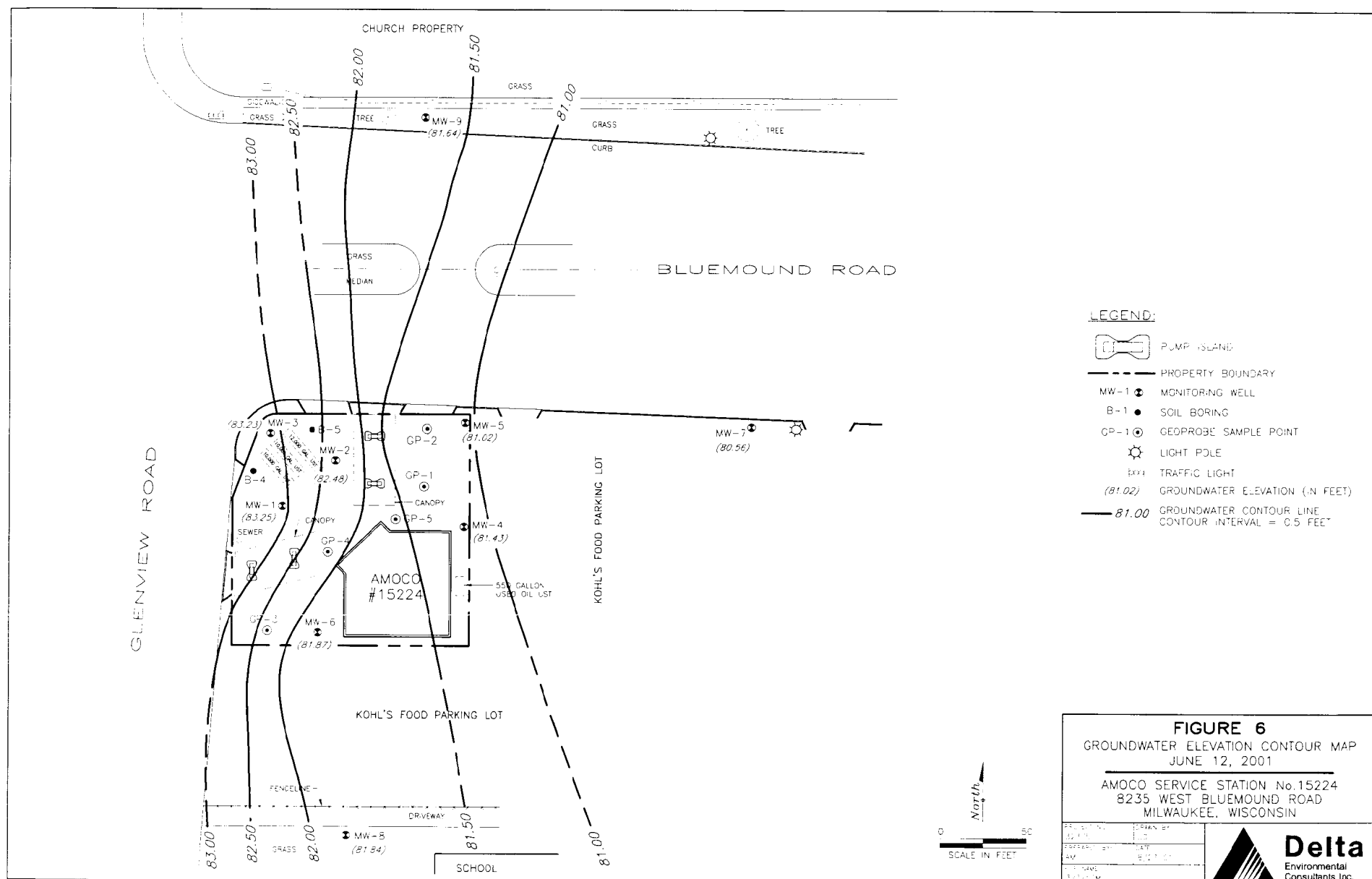
<b>MW-9</b>					
Ground Elevation:			Well Depth	19.0	Well Diameter 2"
			Screen Length	10.00	
Date	TOC Elevation	Depth to Water (below TOC)	Groundwater Elevation	Elevation Difference	Physical Observations
6/12/2001	95.69	14.05	81.64	NA	Developed Well

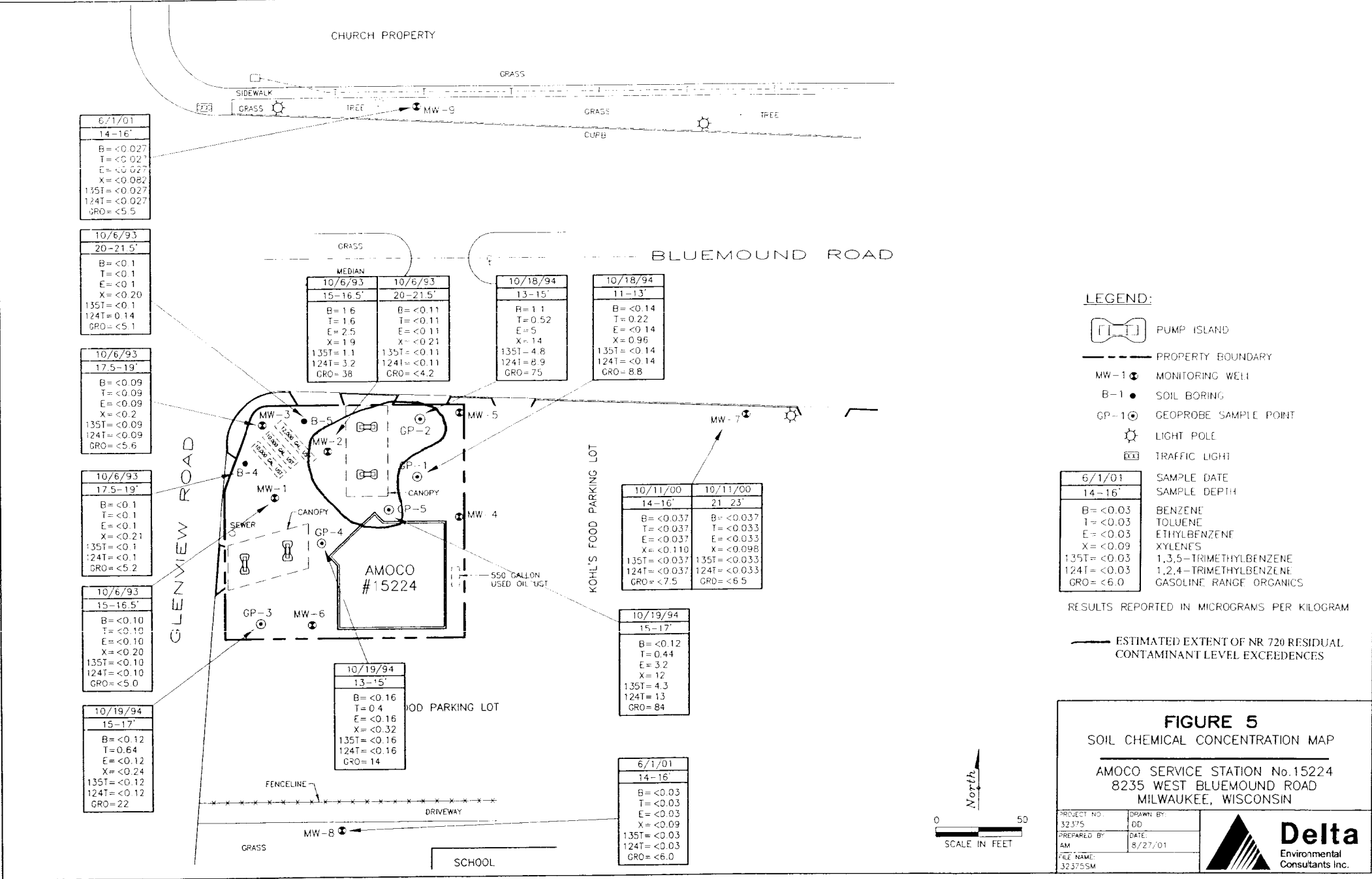


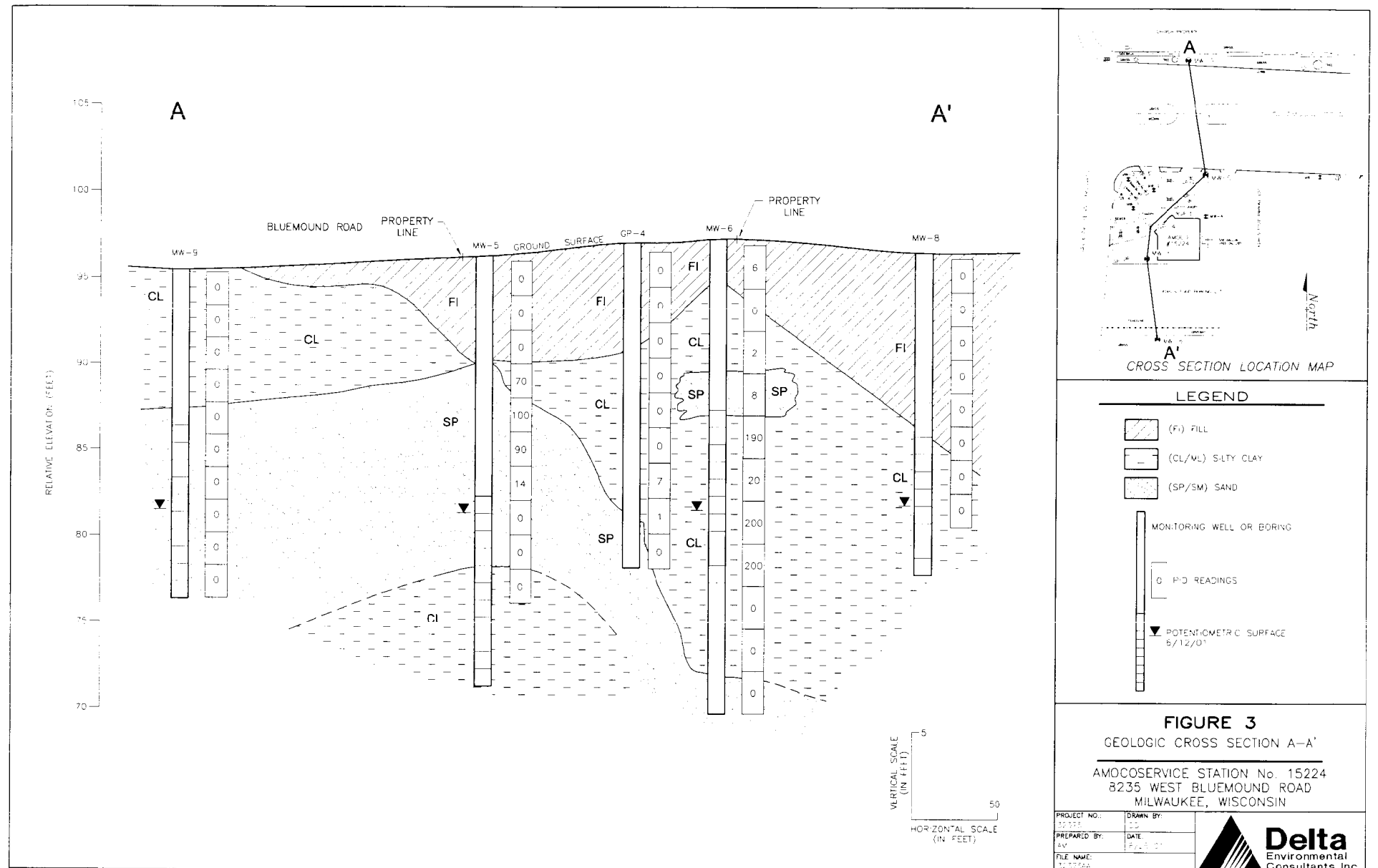
Table 2  
Groundwater Elevation Summary  
Amoco Service Station No. 15224  
8235 W. Bluemound Road  
Milwaukee, WI  
Delta Project No. 32375  
(all values in feet)

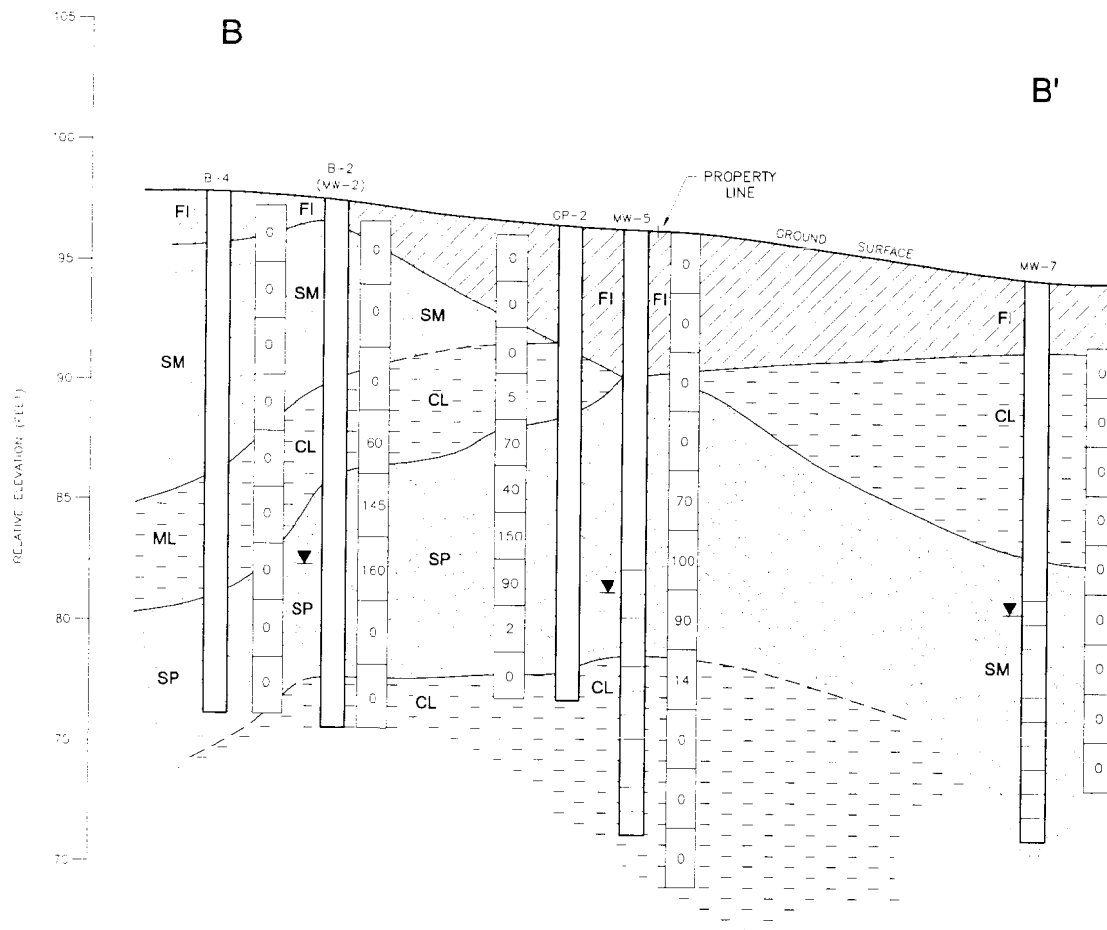
Date	Hydraulic Gradient (ft/ft)	Groundwater Flow Direction
4/13/1995	0.012	east-southeast
10/30/1995	0.018	east-southeast
1/26/1996	0.019	east
9/16/1996	0.016	east-southeast
3/12/1997	NM	inconclusive
10/6/1997	0.011	east-southeast
9/17/1998	0.018	east
3/10/1999	NM	radial; NE, E, SE
5/13/2000	0.017	east
6/12/2001	0.009	east

Notes:  
TOC = Top of Casing  
TOC elevations were referenced to a temporary benchmark assigned an assumed elevation of 100.00 feet.  
NA = not applicable  
NM = not measured









**STATEMENT OF LEGAL DESCRIPTION ACCURACY**

**FOR**

Former Amoco Service Station No. 15224 Property

8235 West Blue Mound Road

Milwaukee, Wisconsin

And

Kohl's Food Store Property

8201 West Blue Mound Road

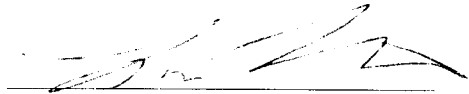
Milwaukee, Wisconsin

BRRTS No. 03-41-003527

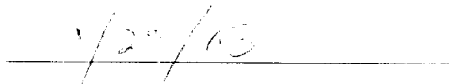
Commerce No. 53217-3833-10

This statement is being provided by Delta Environmental Consultants, Inc. (Delta), on behalf of BP Products North America Inc. The property deeds with legal descriptions, for the above-mentioned properties, were provided by the Milwaukee County Register of Deeds office. According to the information available to Delta, the legal descriptions are accurate and complete.

**DELTA ENVIRONMENTAL CONSULTANTS, INC.**



Lisa Noblet, Project Geologist



Date



17500 W. Liberty Lane  
Suite A  
New Berlin, WI 53146-2109  
U.S.A.  
262/789-0254  
FAX: 262/789-5483

December 30, 2002

Mr. Edward H. Wolf  
Wolf DCM Acquisition 2, LLC  
414 Kettle Moraine Drive South  
Slinger, WI 53086

Certified Mail: Receipt #7002 0510 0000 4388 5786

Subject: **Inclusion of Property at 8235 W Blue Mound Rd., Milwaukee, Wisconsin, into Wisconsin Department of Natural Resources GIS Registry**  
Amoco SS No. 15224  
Commerce No. 53213-3311-35  
WDNR BRRTS No. 03-41-003656

Dear Mr. Wolf:

Delta Environmental Consultants, Inc. (Delta) is issuing this letter to you on behalf of BP Products North America Inc. (BP), formerly known as Amoco Oil Company. The purpose of this letter is to notify you of our intent to list the above-mentioned property on the Wisconsin Department of Natural Resource's (WDNR's) geographic information system (GIS) registry of closed remediation sites.

Groundwater contamination is present at your property indicated above as a result of the activity of the service station that is located on your property. The levels of benzene, ethylbenzene, naphthalene, total trimethylbenzene and methyl tertiary butyl ether (MTBE) contamination in the groundwater on your property are above the state groundwater enforcement standards found in chapter NR 140, Wisconsin Administrative Code. However, Delta's investigation of this contamination suggests that the groundwater contaminant plume is stable or receding and will naturally degrade over time. Delta believes that allowing natural attenuation to complete the cleanup at this site will meet the requirements for case closure that are found in chapters NR 726 and NR 746 of the Wisconsin Administrative Code.

The Wisconsin Department of Commerce (the Department) has accepted natural attenuation as the final remedy for this site and has granted case closure. Closure means that the Department will not require any further investigation or cleanup action to be taken, other than the reliance on natural attenuation. A fact sheet is enclosed that explains natural attenuation. Also enclosed is a copy of the Department's conditional closure letter. Note that the Department originally requested that a notice of contamination be recorded on the property deed. Recent changes in state regulations now allow a property to be registered on the GIS database in place of the deed notice.

Since you are not responsible for groundwater contamination that originated during BP's ownership of the property, neither you nor any subsequent owner of your property will be held responsible for investigation or cleanup of this groundwater contamination, as long as you and any subsequent owners comply with the requirements of section 292.13, Wisconsin Statutes, including allowing access to your property for environmental investigation or cleanup if access is required. For further information on the

GIS Notification for:  
8235 W. Blue Mound Rd.  
Milwaukee, WI  
December 30, 2002  
Page 2

requirements of section 292.13, Wisconsin Statutes, you may call 1-800-367-6076 for calls originating in Wisconsin, or 608-264-6020 if you are calling from out of state or within the Madison area.

As an affected property owner, you have a right to contact the Department within 30 days to provide any technical information that you may have that indicates that your property should not be listed on the GIS registry. If you would like to submit any information to the Department of Commerce that is relevant to our request, you should mail that information to:

Mr. Brian Taylor  
Wisconsin Department of Commerce  
201 W. Washington Avenue  
P.O. Box 8044  
Madison, WI 53708-8044

All properties within the site boundaries where groundwater contamination exceeds NR 140 ESs, will be listed on the Department of Natural Resources' GIS Registry of Closed Remediation Sites. The information on the GIS Registry includes maps showing the location of properties in Wisconsin where groundwater contamination above chapter NR 140 ESs were found. This GIS Registry will be available to the general public on the Department of Natural Resources' internet web site. **Enclosed is the property deed that describes the property. Please review the legal description of your property, and notify me within the next 30 days if the legal description is incorrect.**

Should you or any subsequent property owner wish to construct or reconstruct a well on your property, special well construction standards may be necessary to protect the well from the residual groundwater contamination. Any well driller who proposes to construct a well on your property in the future will first need to call the Diggers Hotline (1-800-242-8511) if your property is located outside of the service area of a municipally owned water system, or contact the Drinking Water program within the Department of Natural Resources if your property is located within the designated service area of a municipally owned water system, to determine if there is a need for special well construction standards.

Once the Department of Commerce fulfills our request to list your site on the GIS Registry, it will issue a final closure letter. You may obtain a copy of this letter by requesting a copy from me, by writing to the agency address given above, or by accessing the DNR GIS Registry of Closed Remediation Sites on the Internet at [www.dnr.state.wi.us/org/at/et/geo/gwur](http://www.dnr.state.wi.us/org/at/et/geo/gwur). A copy of the final closure letter will be included as part of the site file on the GIS Registry of Closed Remediation Sites.



GIS Notification for:  
8235 W. Blue Mound Rd.  
Milwaukee, WI  
December 30, 2002  
Page 3

If you need more information, you may contact me at (262) 827-4819 or you may contact Brian F. Taylor of the Department of Commerce at (608) 266-0593.

Sincerely,

**DELTA ENVIRONMENTAL CONSULTANTS, INC.**

A handwritten signature in cursive script, appearing to read "Lisa Noblet for".

Lisa Noblet, P.G.  
Project Geologist

Enclosures

cc: Ray Stoelting -- BP Products North America Inc.

Site 15224

**This instrument was drafted by:**

Stephen C. Lee  
Real Estate Attorney  
BP Products North America Inc.  
28100 Torch Parkway, Suite 300  
Warrenville, Illinois 60555

Recorded 11-26-02  
Doc. # 8396276

**When recorded return to:**

Timothy A. Nettesheim  
Reinhart Boerner Van Deuren s.c.  
1000 North Water Street  
Suite 2100  
Milwaukee, Wisconsin 53202

PIN: 407-9999-X

**SPECIAL WARRANTY DEED**

**KNOW ALL MEN BY THESE PRESENTS:**

That, **BP PRODUCTS NORTH AMERICA INC.**, a Maryland corporation with an address of 28100 Torch Parkway, Suite 300, Warrenville, Illinois 60555 ("Grantor"), for Ten Dollars (\$10.00) and other good and valuable consideration received to its full satisfaction on behalf of **WOLF DCM ACQUISITION 2, LLC**, a Wisconsin limited liability company, whose address is 414 Kettle Moraine Drive South, P.O. Box 348, Slinger, Wisconsin 53086-0348, Attn: Edward H. Wolf ("Grantee"), and pursuant to that certain Agreement of Purchase and Sale among Grantor, **WOLF ACQUISITION, LLC**, a Wisconsin limited liability company ("LLC"), and **EDWARD H. WOLF & SONS, INC.**, a Wisconsin corporation ("Jobber"), dated as of August 21, 2002, as partially assigned by that certain Assignment and Assumption Agreement among Grantor, LLC, Jobber and Grantee dated as of 11-13, 2002 (collectively, the "Agreement"), does hereby grant, bargain, sell and convey unto Grantee, and its heirs, devisees, legal representatives, successors and assigns, as the case may be, that certain real property located at 8235 W. Bluemound Road, Milwaukee, in the County of Milwaukee, and State of Wisconsin, as more fully described in Exhibit A hereto and made a part hereof, together with Grantor's right, title and interest in and to all buildings, structures and other improvements located thereon, excluding any equipment or other movable assets or personal property located thereon, and excluding any trade marks, service marks, trade names, trade dress, bullnoses on any canopies, logos, color schemes, designs, signage, sign poles, identifications, legends, slogans, advertising, advertising materials, patents, copyrights, patented or copyrighted materials, or any other proprietary rights, inventory or materials located thereon ("Premises").

TO HAVE AND TO HOLD the above granted and bargained Premises with the easements and rights appurtenant thereunto belonging, unto Grantee and the heirs, devisees, legal representatives, successors and assigns of Grantee (collectively, the "Grantee Parties"), as the case may be, forever, SUBJECT, however, to: (a) real estate taxes and assessments, both general and special, not then due and payable; (b) laws, regulations, ordinances and restrictions (including, without limitation, zoning regulations and building restrictions) now existing or hereinafter enacted, and any violations thereof; (c) any and all leases, easements, rights-of-way, encumbrances, conditions, covenants, restrictions, reservations and exceptions; (d) any state of facts that an accurate survey or independent inspection of the Premises by any of the Grantee Parties would disclose; (e) any lease, commission marketer and/or supply agreement with a dealer or commission marketer for the Premises; (f) the restrictions and covenants herein contained; and (g) liens, exceptions or restrictions or other matters caused or created by any of the Grantee Parties. Grantor warrants and will defend its title to the Premises against all lawful claims and demands made against said title by all persons claiming by, from, through or under Grantor, and none other, except as above noted. Unless otherwise defined herein, all terms defined in the Agreement shall have the same meaning herein.

The Premises are conveyed by Grantor and accepted by Grantee subject to a restriction and covenant prohibiting, for a period of fifteen (15) years from the Effective Date, as defined below, the use of the Premises in whole or in part, directly or indirectly, for automobile service station, convenience store, car wash or automobile repair purposes, or for the sale, offering for sale, storage or distribution of any gasoline, motor vehicle fuels, lubricants, tires, batteries, automotive parts or accessories, other petroleum products or convenience store items. Convenience store shall mean any retail business with its primary emphasis placed on providing the public a convenient location to quickly purchase from a wide array of consumable products (predominantly food or food and gasoline) and services. Such restriction and covenant shall run with the Premises for the benefit and protection of any property used and operated by Grantor, its parents, affiliates or subsidiaries or their respective representatives for such purposes within a distance of five (5) miles from the Premises, whether owned or leased by Grantor, its parents, affiliates or subsidiaries or their respective representatives during said fifteen (15) year period. Such restriction and covenant shall not, however, prohibit the storage of motor fuels, lubricants, other petroleum products or convenience store items on the Premises solely for the use or consumption by Grantee or other occupants of the Premises.

Grantee does hereby assume and agree to be responsible for, does hereby waive, release and discharge, and shall defend, indemnify and hold harmless Grantor, its parents, subsidiaries and affiliates, and their respective directors, officers, partners, employees, contractors, agents, representatives, successors and assigns ("Grantor Entities"), from and against all claims, demands, damages, losses, costs and expenses, attorney's fees, court costs, awards, settlements, judgments, penalties, fines, liens, actions or causes of action at law or in equity ("Losses"), including without limitation actions under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. 9601, et seq., as amended, the Resource Conservation and Recovery Act, 42 U.S.C. 6901, et seq., and any other applicable environmental laws, statutes, ordinances, rules, regulations or orders ("Laws"), arising out of or relating to the environmental and/or physical condition of the Premises or other property abandoned thereon by Grantor or arising out of or relating to the ownership or use of the Premises after Closing.

Notwithstanding anything to the contrary contained herein, in the event that, after Closing, any governmental agency, entity, body, instrumentality, department or representative ("Government") shall notify Grantor that Grantor must undertake on the Premises any testing, investigation and/or remediation of flammable explosives, hydrocarbons and/or petroleum products or fractions thereof, radioactive materials, hazardous or toxic wastes, substances or materials, including without limitation those materials and substances defined as "hazardous substances", "hazardous materials", "hazardous wastes" or "toxic substances" in the Laws ("Hazardous Materials"), then Grantor shall immediately notify Grantee of same, Grantee shall promptly undertake the same, and Grantee shall immediately notify the Government that Grantee shall respond to such notice in the place of Grantor. After such notice from Grantor, in the event: (i) Grantee fails to timely or properly undertake and pursue the required testing, investigation and/or remediation of the Hazardous Materials, or (ii) the Government insists that Grantor, not Grantee, undertake or pursue the required testing, investigation and/or remediation of the Hazardous Materials; then, and only in the event of (i) or (ii), and under no other circumstances, Grantor shall have the right and authority, without trespass, to enter the Premises and to conduct the required testing, investigation and/or remediation of the Hazardous Materials. Grantor's entry on the Premises and activities thereon shall not be deemed an admission of liability for such Hazardous Materials. While on the Premises, Grantor shall have the right to install, maintain, operate, sample, remove and decommission monitoring points (including without limitation soil borings, monitoring wells and vapor points), recovery wells, remediation or treatment equipment and an above ground shed to house equipment, to remove, remediate, store and test soils and groundwater therefrom and thereon and to otherwise take all actions required to comply with the Laws. Grantor shall exercise its right of entry onto the Premises in a manner which does not unreasonably interfere with the Present Primary Use thereof by Grantee. Grantee shall not interfere with Grantor's right of entry, or actions taken pursuant thereto, and shall cooperate with Grantor in obtaining any permits, licenses, approvals, consents or related documents necessary for Grantor's actions taken with respect to the Premises.

Grantee represents and warrants that it is familiar with the condition of the Premises and that, except for the foregoing limited warranty of title by Grantor, GRANTOR HAS NOT MADE AND MAKES NO WARRANTIES OR REPRESENTATIONS REGARDING THE PREMISES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ITS HABITABILITY, CONDITION OR FITNESS FOR ANY PARTICULAR USE OR PURPOSE. GRANTEE AGREES THAT THE PREMISES IS HEREBY CONVEYED AND ACCEPTED IN ITS "AS-IS, WHERE-IS" CONDITION.

Grantee and each of the other Grantee Parties agrees to cooperate with Grantor and with the Government in obtaining environmental site closure, to such standards as are required pursuant to the Agreement (or such other standards as may be imposed by the Government), for any Contamination. Said cooperation may include, but not be limited to, the following:

- (i) execution of any and all documentation as may be necessary, in Grantor's sole discretion, to obtain environmental site closure for the Premises (which documentation may impose exposure controls on the use of the Premises by Grantee and the other Grantee Parties);

(ii) attendance at any meetings requested by Grantor relating to Contamination and remediation efforts on the Premises; and/or

(iii) such other further reasonable acts as may be required in order to obtain environmental site closure for any past, present, or future environmental incident relating to Grantor's prior use, ownership or operation of the Premises.

Should Grantee or any Grantee Party fail or refuse to sign such documentation, or are unavailable to sign such documentation (after reasonable inquiry by Grantor (such reasonableness to be determined by Grantor in its sole discretion)), Grantee and/or the other Grantee Parties, as applicable, hereby irrevocably appoint any Environmental Business Manager of BP Products North America Inc. (or any successor corporation thereto), as its attorney-in-fact to sign and execute such documentation for and on behalf of Grantee or other Grantee Parties, as applicable.

Grantee and each of the other Grantee Parties, as applicable, further authorizes Grantor to record one or more "No Further Action/Remediation Letters" or similar documentation against the Premises, if and when the same is/are obtained by Grantor from the Government.

Grantee has granted to Grantor a continuing right of first refusal ("Refusal Option") to purchase or lease all or part of the Premises or any additions thereto or any improvements or personal property then located thereon, on the same terms and conditions as contained in any bona fide offer made to Grantee within fifteen (15) years after the Effective Date ("Refusal Term"), all as more fully required in the Agreement. Any sale or lease of such property by Grantee shall be null and void unless and until Grantee has fully complied with such requirements. Without limiting Grantor's rights under the Agreement: (a) the Refusal Option shall run with the land during the Refusal Term and shall bind Grantee and Grantee's heirs, devisees, representatives, successors and assigns, and the failure of Grantor to exercise its Refusal Option in any one case shall not affect Grantor's right to exercise its Refusal Option thereafter; and (b) any sale or lease of such property to any third party during the Refusal Term shall be subject to this Refusal Option and all of the provisions, rights and options herein contained. No failure by Grantor to exercise its Refusal Option, nor any waiver by Grantor thereof, shall in any event be deemed or construed to be a waiver or release of any of Grantee's other obligations to Grantor under the Agreement or any other agreement between Grantor and Grantee.

The terms and provisions of this Special Warranty Deed shall run with the land and shall be binding upon and inure to the benefit of the Grantor Entities and Grantee and their respective heirs, devisees, legal representatives, successors and permitted assigns as the case may be, and any other person or entity expressly noted herein.

The effective date of this Special Warranty Deed is 11-13, 2002 ("Effective Date").

IN WITNESS WHEREOF, BP PRODUCTS NORTH AMERICA INC. has hereunto set its hand, by its duly authorized representatives, this 8th day of November, 2002.

BP PRODUCTS NORTH AMERICA INC.,  
a Maryland corporation

By: Marcelo Ariola  
Name: Marcelo Ariola  
Title: Divestment Manager

ATTEST:

By: Stephen C. Lee  
Name: Stephen C. Lee  
Title: Assistant Manager

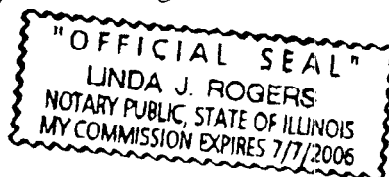
CORPORATE ACKNOWLEDGMENT

STATE OF Illinois )  
 ) SS:  
COUNTY OF Cook )

BEFORE ME, a Notary Public in and for said County, personally appeared the above-named BP PRODUCTS NORTH AMERICA INC., a Maryland corporation, by Marcelo Ariola, its Divestment Manager, and Stephen C. Lee, its Assistant Secretary, who are personally known to me and who acknowledged that they did sign the foregoing instrument and that the same is the free act and deed of said corporation and the free act and deed of each of them personally and as such representative.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Chicago, Illinois, this 8th day of November, 2002.

Linda J. Rogers  
Notary Public



**EXHIBIT A**

**Legal Description of the Premises**

(See attached.)

That part of the Southeast 1/4 of Section 28, in Town 7 North, Range 21 East, in the City of Milwaukee, County of Milwaukee, State of Wisconsin, bounded and described as follows: Commencing at a point in the South line of West Blue Mound Road, said point being 24 feet East of and measured at right angles to the Easterly line of North Glenview Avenue, running thence South 14° 30' 55" West and parallel to the Easterly line of said North Glenview Avenue, 135.03 feet to a point; thence South 77° 55' 38" East, 120 feet to a point; thence North 14° 30' 55" East and parallel to the Easterly line of said North Glenview Avenue, 160.98 feet to a point in the South line of West Blue Mound Road; thence Southwesterly along the South line, having a radius of 1849.86' with its center to the South and a chord 49.89 feet in length, which bears North 89° 32' 03" West a distance of 49.90 feet to a point of tangency; thence South 89° 41' 35" West along the South line of the West Blue Mound Road, 73.96 feet to the place of commencement.

ALSO;

That part of the Southeast 1/4 of Section 28, in Town 7 North, Range 21 East, in the City of Milwaukee, County of Milwaukee, State of Wisconsin, bounded and described as follows: Commencing at a point in the South line of W. Bluemound Road, as now layed out, said point being 57.0 feet Easterly of and measured at right angles to the original center line of North Glenview Avenue; thence North 89° 41' 35" East along the Southerly line of W. Bluemound Road, 73.96 feet to a point of curve; thence Easterly along a curved line having a radius of 1849.86 feet with its center to the South and a chord 49.89 feet in length which bears South 89° 32' 03" East, a distance of 49.90 feet to the place of beginning of the land about to be described; said place of beginning being the Northeast corner of lands now owned by the Standard Oil Company and described in Warranty Deed recorded in Volume 2200 of Deeds, on Page 623, as Document No. 2439165; continuing thence Easterly on a curved line, having a radius of 1849.86 feet with its center to the South and a chord 30.0 feet in length which bears South 89° 04' 10" East a distance of 30.0 feet to a point; thence South 14° 30' 55" West, 156.78 feet to a point; thence North 77° 55' 38" West, 29.20 feet to a point which point is the Southeast corner of said lands owned by the Standard Oil Company; thence North 14° 30' 55" East along the Easterly line of the Standard Oil Company property, 160.98 feet to the place of beginning. EXCEPT that part conveyed in Warranty Deed recorded as Document No. 3042387.

Tax Key No. 407-9999-X (Affects the subject premises.)

ADDRESS: 8235 W. BLUE MOUND ROAD

Amoco Commitment

15224 1132948

Legal 1/04





17500 W. Liberty Lane  
Suite A  
New Berlin, WI 53146-2109  
U.S.A.  
262/789-0254  
FAX: 262/789-5483

August 13, 2002

82 Blue, LLP  
C O A & P Tax Dept  
2 Paragon Dr.  
Montvale, NJ 07645

Certified Mail: Receipt #7099 3400 0003 8246 8528

Subject: **Inclusion of Property at 8201 W Blue Mound Rd., Milwaukee, Wisconsin, into Wisconsin Department of Natural Resources GIS Registry**  
Amoco SS No. 15224  
Commerce No. 53213-3311-35  
WDNR BRRTS No. 03-41-003656

Dear Property Owner:

Delta Environmental Consultants, Inc. (Delta) is issuing this letter to you on behalf of BP Products North America Inc. (BP), formerly known as Amoco Oil Company. The purpose of this letter is to notify you of our intent to list the above-mentioned property on the Wisconsin Department of Natural Resource's (WDNR's) geographic information system (GIS) registry of closed remediation sites.

Groundwater contamination is present at your property indicated above as a result of the activity of the service station that is located adjacent to your property. The levels of benzene, ethylbenzene, naphthalene, total trimethylbenzene and methyl tertiary butyl ether (MTBE) contamination in the groundwater adjacent to your property are above the state groundwater enforcement standards found in chapter NR 140, Wisconsin Administrative Code. However, Delta's investigation of this contamination suggests that groundwater contaminant plume is stable or receding and will naturally degrade over time. Delta believes that allowing natural attenuation to complete the cleanup at this site will meet the requirements for case closure that are found in chapter NR 726 and NR 746 of the Wisconsin Administrative Code.

The Wisconsin Department of Commerce (the Department) has accepted natural attenuation as the final remedy for this site and has granted case closure. Closure means that the Department will not require any further investigation or cleanup action to be taken, other than the reliance on natural attenuation. A fact sheet is enclosed that explains natural attenuation. Also enclosed is a copy of the Department's conditional closure letter. Note that the Department originally requested that a notice of contamination be recorded on the property deed. Recent changes in state regulations now allow a property to be registered on the GIS database in place of the deed notice.

Since you are not responsible for groundwater contamination that originated from BP's property, neither you nor any subsequent owner of your property will be held responsible for investigation or cleanup of this groundwater contamination, as long as you and any subsequent owners comply with the requirements of section 292.13, Wisconsin Statutes, including allowing access to your property for environmental

GIS Notification for:  
8201 W. Blue Mound Rd.  
Milwaukee, WI  
August 13, 2002  
Page 2

investigation or cleanup if access is required. For further information on the requirements of section 292.13, Wisconsin Statutes, you may call 1-800-367-6076 for calls originating in Wisconsin, or 608-264-6020 if you are calling from out of state or within the Madison area.

As an affected property owner, you have a right to contact the Department within 30 days to provide any technical information that you may have that indicates that your property should not be listed on the GIS registry. If you would like to submit any information to the Department of Commerce that is relevant to our request, you should mail that information to:

Mr. Brian Taylor  
Wisconsin Department of Commerce  
201 W. Washington Avenue  
P.O. Box 8044  
Madison, WI 53708-8044

All properties within the site boundaries where groundwater contamination exceeds NR 140 ESs, will be listed on the Department of Natural Resources' GIS Registry of Closed Remediation Sites. The information on the GIS Registry includes maps showing the location of properties in Wisconsin where groundwater contamination above chapter NR 140 ESs were found at the time that the case was closed. This GIS Registry will be available to the general public on the Department of Natural Resources' internet web site. **Enclosed is the property deed that describes the property. Please review the legal description of your property, and notify me within the next 30 days if the legal description is incorrect.**

Should you or any subsequent property owner wish to construct or reconstruct a well on your property, special well construction standards may be necessary to protect the well from the residual groundwater contamination. Any well driller who proposes to construct a well on your property in the future will first need to call the Diggers Hotline (1-800-242-8511) if your property is located outside of the service area of a municipally owned water system, or contact the Drinking Water program within the Department of Natural Resources if your property is located within the designated service area of a municipally owned water system, to determine if there is a need for special well construction standards.

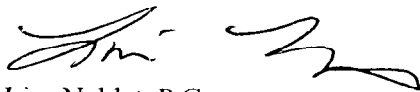
Once the Department of Commerce fulfills our request to list your site on the GIS Registry, it will issue a final closure letter. You may obtain a copy of this letter by requesting a copy from me, by writing to the agency address given above, or by accessing the DNR GIS Registry of Closed Remediation Sites on the Internet at [www.dnr.state.wi.us/org/at/et/geo/gwur](http://www.dnr.state.wi.us/org/at/et/geo/gwur). A copy of the final closure letter will be included as part of the site file on the GIS Registry of Closed Remediation Sites.

GIS Notification for:  
8201 W. Blue Mound Rd.  
Milwaukee, WI  
August 13, 2002  
Page 3

If you need more information, you may contact me at (262) 827-4819 or you may contact Brian F. Taylor of the Department of Commerce at (608) 266-0593.

Sincerely,

**DELTA ENVIRONMENTAL CONSULTANTS, INC.**

A handwritten signature in black ink, appearing to read 'Lisa Noblet', with a stylized flourish at the end.

Lisa Noblet, P.G.  
Project Geologist

Enclosures

cc: Ray Stoelting – BP Products North America Inc.



17500 W. Liberty Lane  
Suite A  
New Berlin, WI 53146-2109  
U.S.A.  
262/789-0254  
FAX: 262/789-5483

January 3, 2002

Ronald D. Leonhardt  
Milwaukee City Clerk  
200 East Wells Street  
Room 205  
Milwaukee, WI 53202

Mariano Schifalacqua  
Milwaukee Dept. of Public Works  
Rm 516, Frank P. Ziedler Municipal Bldg.  
841 North Broadway Street  
Milwaukee, WI 53202

Subject:       **Notification of Potential Residual Petroleum Contamination**  
Amoco Service Station No. 15224  
8235 West Bluemound Road, Milwaukee, Wisconsin  
Commerce No. 53213-3311-35  
BRRTS No. 03-41-003656  
Delta No. 32375

Dear Mr. Leonhardt and Mr. Schifalacqua:

This letter is being submitted by Delta Environmental Consultants, Inc., on behalf of BP Products North America Inc. (f/k/a Amoco Oil Company). The Wisconsin Department of Commerce (Commerce) has granted conditional case closure to the above referenced petroleum remediation site. As part of the conditional closure, Commerce has requested that the road owner be notified of potential residual petroleum impacts, associated with the subject site, beneath West Bluemound Road. A copy of the Commerce closure letter is attached. The following information is intended to meet the notification requirement requested by Commerce.

The attached Table 1 summarizes historical recent groundwater analytical results for monitoring wells located adjacent to Bluemound Road (wells MW-3, MW-5, MW-7, and MW-9). Groundwater monitoring well locations are shown on Figure 1. Residual groundwater contamination above Wisconsin Administrative Code Chapter NR 140 enforcement standards (ES) was detected in monitoring wells MW-3 and MW-5, located adjacent to or within the right-of-way of Bluemound Road.

Should you have any questions or require additional information regarding this site, please do not hesitate to contact me at (262) 827-5542 or Lisa Noblet, Project Manager, at (262) 827-4819.

Sincerely,

**DELTA ENVIRONMENTAL CONSULTANTS, INC.**



Adam S. McIlheran  
Staff Hydrogeologist

Reviewed by:



Lisa Noblet, P.G.  
Project Geologist

Attachments

C: Mr. Brian Taylor – Wisconsin Department of Commerce  
Mr. Ray Stoelting – BP Products North America Inc.